

SOLICITATION, OFFER AND AWARD		THIS CONTRACT IS A RATED OFFER RATING UNDER DPAS (15 CFR 700)		PAGE 1 OF 285 PAGES			
2. CONTRACT NUMBER		3. SOLICITATION NUMBER		4. TYPE OF SOLICITATION			
PR-R5-01-10719		PR-R5-01-10719		<input type="checkbox"/> SEALED BID (FB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)			
5. DATE ISSUED		6. REQUISITION/PURCHASE NUMBER					
22 MARCH 2001		PR-R5-01-10719					
7. ISSUED BY		CODE (Hand)		8. ADDRESS OFFER TO (If other than Item 7)			
Carried/Courier Address)				(U. S. Mail Only)			
U.S. EPA Region V Contracts Section, 10th Floor 77 West Jackson Blvd Chicago, IL 60604				U.S. EPA Region V Contracts Section, 10th Floor 77 West Jackson Blvd Chicago, IL 60604			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"							
SOLICITATION							
9. Sealed offers in original and <u>3</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified located in item 7 until <u>13:00</u> local time <u>24 APRIL 01</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1 All offers are subject to							
10. FOR INFORMATION CALL:		A. NAME		B. TELEPHONE (NO COLLECT)			
		GENE H. JACKSON		AREA CODE NUMBER EXT. 312 353-502			
				C. E-MAIL ADDRESS			
				jackson.gene@epa.gov			
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OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions in 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (180 calendar receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, deliver							
13. DISCOUNT FOR PROMPT PAYMENT		10 CALENDAR DAYS		20 CALENDAR DAYS		30 CALENDAR DAYS	
(See Section I, Clause 52-232-8)						_____ CALENDAR DAYS	
		%		%		%	
14. ACKNOWLEDGMENT OF AMENDMENTS		AMENDMENT NO.		DATE		AMENDMENT NO.	
(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:)							
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER	
15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER		SIGNATURE		18. OFFER DATE	
AREA CODE NUMBER EXT.		<input type="checkbox"/> SUCH ADDRESS IN SCHEDULE					
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBER		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION				23. SUBMIT INVOICES TO ADDRESS SHOWN IN			
<input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)				<input checked="" type="checkbox"/> (4 copies unless otherwise specified)			
24. ADMINISTERED BY (If other than Item 7)				25. PAYMENT WILL BE MADE BY			
				CODE:			
				Environmental Protection Agency Research Triangle Park Financial Management Cntr.(Mail Code MD-32) Research Triangle Park, NC 27711			
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA		28. AWARD DATE	
				(Signature of Contracting Officer)			
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.							
AUTHORIZED FOR LOCAL REPRODUCTION				STANDARD FORM 33 (REV. 9-97)			
Previous edition is unusable				Prescribed by GSA - FAR (48 CFR) 53.214(c)			

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PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 LEVEL OF EFFORT--COST REIMBURSEMENT TERM CONTRACT (EPAAR 1552.211-73)
(APR 1984) DEVIATION**

(a) The Contractor shall perform all work and provide all required reports within the level of effort specified below. The Government will order **80,000** direct labor hours for the base period which represents the Government's best estimate of the level of effort required to fulfill these requirements.

(b) Direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers and not support personnel such as company management, typists, and key punch operators even though such support personnel are normally treated as direct labor by the Contractor. The level of effort specified in paragraph (a) includes Contractor, subcontractor, and consultant labor hours.

(c) Under any circumstances, if the Government orders or the Contractor provides less than 90 percent of the level of effort specified for the base period or any optional period exercised, an equitable downward adjustment of the fixed fee, if any, for that period will be made. The Government may require the Contractor to provide additional effort up to 110 percent of the level of effort for any period until the estimated cost for that period has been reached. However, this additional effort shall not result in any increase in the fixed fee, if any. If this is a cost-plus-incentive-fee (CPIF) contract, the term "fee" in this paragraph means "base fee and incentive fee." If this is a cost-plus-award-fee (CPAF) contract, the term "fee" in this paragraph means "base fee and award fee."

(d) If the level of effort specified to be ordered during a given base or option period is not ordered during that period, that level of effort may not be accumulated and ordered during a subsequent period.

(e) These terms and conditions do not supersede the requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

**B.2 WORK ASSIGNMENTS (EPAAR 1552.211-74) (APR 1984) ALTERNATE I (MAY 1994)
DEVIATION**

(a) The Contractor shall perform work under this contract as specified in written work assignments issued by the Contracting Officer.

(b) Each work assignment will include (1) a numerical designation, (2) the

estimate of required labor hours, (3) the period of performance and schedule of deliverables, and (4) the description of the work.

(c) The Contractor shall acknowledge receipt of each work assignment by returning to the Contracting Officer a signed copy of the work assignment within 5 calendar days after its receipt. The Contractor shall begin work immediately upon receipt of a work assignment.

Within 30 calendar days after receipt of a work assignment, the Contractor shall submit 2 copy(ies) of a work plan to the Project Officer and 1 copy(ies) to the Contracting Officer. The work plan shall include a detailed technical and staffing plan and a detailed cost estimate.

Within 45 calendar days after receipt of the work plan, the Contracting Officer will provide written approval or disapproval of it to the Contractor.

If the Contractor has not received approval on a work plan within 45 calendar days after its submission, the Contractor shall stop work on that work assignment. Also, if the Contracting Officer disapproves a work plan, the Contractor shall stop work until the problem causing the disapproval is resolved. In either case, the Contractor shall resume work only when the Contracting Officer finally approves the work plan.

(d) This clause does not change the requirements of the "Level of Effort" clause, nor the notification requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

(e) Work assignments shall not allow for any change to the terms or conditions of the contract. Where any language in the work assignment may suggest a change to the terms or conditions, the Contractor shall immediately notify the Contracting Officer.

(f) Within 20 days of receipt of the work assignment or similar tasking document, the Contractor shall provide a conflict of interest certification.

Before submitting the conflict of interest certification, the contractor shall search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the work assignment or similar tasking document. In the COI certification, the Contractor must certify to the best of the Contractor's knowledge and belief, that all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this work assignment or relating to this work assignment have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this

work assignment.

B.3 ESTIMATED COST AND FIXED FEE (EP 52.216-190) (APR 1984)

(a) The estimated cost of this contract is * .

(b) The fixed fee is * .

(c) The total estimated cost and fixed fee is * .

* Will fill in at Time of Award.

B.4 LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of * is allotted to cover estimated cost. Funds in the amount of * are provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through * .

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

* Will fill in at Time of Award

B.5 LIMITATION OF FUNDS (EP 52.232-101) (APR 1984)

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of _____ is allotted to cover estimated cost. The amount allotted for costs is estimated to cover the contractor's performance through _____ .

(b) When the contract is fully funded as specified in the Estimated Cost Clause (EP52.216-180) , the Limitation of Cost clause shall become applicable.

B.6 WORK ASSIGNMENTS (COMPLETION FORM SEGMENT-COST TYPE)

NOTE: THIS CLAUSE ONLY APPLIES TO WORK ASSIGNMENTS ISSUED ON A COST-TYPE BASIS UNDER THE COMPLETION CEILING

(a) The contractor must perform work under this segment of the contract as specified in written work assignments issued by the Contracting Officer and designated as "Completion Form" work assignments. The Completion Form work assignment will describe the scope of work by stating a definite goal or target and specifying an end product or products. In the event that work

cannot be completed within the estimated cost of the work assignment, the Government may require more effort without increase in any fees (base and award), provided the Government increases the estimated cost for the work assignment.

(b) Each work assignment will include (1) a numerical designation, (2) the period of performance and schedule of deliverables and end products, (3) the scope of work for the work assignment, (4) expenditure limit, and (5) the name and phone number for the assigned Work Assignment Manager (WAM).

(c) The Contractor must acknowledge receipt of each work assignment issued under this segment by returning a signed copy of the work assignment to the Contracting Officer within five (5) working days after it's receipt. EPA may utilize electronic systems to transmit formal documents (e.g., work assignments) to the contractor. If these electronic systems are utilized on official contract documents, the contractor agrees to recognize these electronic signatures as official signatures on these documents for both EPA and/or contractor representatives.

(d) The Contractor may start work, as specified in the work assignment form, immediately upon receipt of the work assignment while concurrently preparing a detailed work plan for performance of work under the work assignment, and may work up to the expenditure limit in the work assignment. The work plan must include a detailed description of the technical work to be performed (by task) and a comprehensive, independent cost breakdown, in accordance with the elements specified in subsection FAR 15.408, Table 15-2, by element of cost, by task, and totals. The work plan must be submitted within thirty (30) calendar days of receipt of the work assignment in the number of copies and to the recipients designated in the work assignment.

(e) At a time and place specified by the Contracting Officer, the parties will negotiate the cost and fees for the work assignment in accordance with the established fee structure. Upon successful completion of negotiations, the Contracting Officer will provide written confirmation of the estimated cost and fees for the work assignment. If the contractor has not received an approval of a work plan within forty-five (45) calendar days after submission, the contractor must stop all work on that work assignment and notify the Contracting Officer, Project Officer, and Work Assignment Manager of that fact in writing. Subsequent to this notice, no work must be performed without the written authorization of the Contracting Officer.

(f) In the event that the Contracting Officer formally disapproves the work plan, all work under that work assignment must immediately cease until the problem causing the disapproval is resolved and written approval to proceed is received from the Contracting Officer.

(g) All effort performed under the work assignments issued on a cost-type basis under the Completion Form segment of the contract must be reported separately from the Term Form segment of the contract and from work

assignments issued on a fixed-price basis under the Completion Form segment of the contract. The contractor must not exceed the expenditure limits and estimated cost for a work assignment without the express approval of the Contracting Officer. The Government must not reimburse the contractor for costs incurred in excess of the expenditure limit and the Contractor is not obligated to continue performance of a work assignment or otherwise to incur costs in excess of the expenditure limit unless and until the Contracting Officer must have notified the Contractor in writing that such expenditure limit has been increased and must have specified in such notice a revised amount.

(h) Work assignments must not allow for any change to the terms or conditions of the contract. Where any language in the work assignment may suggest a change to the terms or conditions, the contractor must immediately notify the Contracting Officer.

(i) Within 20 days of receipt of the work assignment or similar tasking document, the Contractor must provide a conflict of interest certification. Where work assignments or similar tasking documents are issued under this contract for work on or directly related to a site, the Contractor is only required to provide a conflict of interest certification for the first work assignment issued for that site. For all subsequent work on that site under this contract, the Contractor has a continuing obligation to search and report any actual or potential conflicts of interest, but no additional conflict of interest certifications are required.

(j) Before submitting the conflict of interest (COI) certification, the contractor must search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the work assignment or similar tasking document. In the COI certification, the Contractor must certify to the best of the Contractor's knowledge and belief, that all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist.

In addition, the Contractor must certify that its personnel who perform work under this work assignment or relating to this work assignment have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification must also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this work assignment or other work related to this site.

B.7 WORK ASSIGNMENTS (COMPLETION FORM-FIXED PRICE)

THIS CLAUSE IS ONLY APPLICABLE TO WORK ASSIGNMENTS ISSUED ON A FIXED PRICE BASIS UNDER THE COMPLETION FORM SEGMENT OF THIS CONTRACT.

(a) The Contractor and the Contracting Officer may mutually agree that the Contractor shall perform certain work assignments (WAs) under this contract on a Fixed Price Incentive Firm Target basis or a Firm Fixed Price basis, if appropriate. Collectively, these two types of fixed price WAs are referred to as FPWA. These FPWAs shall be charged to the contract as a Completion Form WA.

(b) Each such FPWA will be negotiated between the Contractor and the Contracting Officer. Each FPWA shall include a total price inclusive of any amount for profit (fixed price incentive firm target basis work assignments will include the ceiling price and target cost and profit as required in FAR 52.216-16 included in each FPWA). Each FPWA shall contain specific performance measures and a delivery schedule. Prices, performance measures, and delivery schedules may be specified at the task level.

(c) Each fixed price incentive firm target type of FPWA shall contain a target cost, a target profit, a ceiling price (but not a profit ceiling or floor), and a profit adjustment formula. These elements are all negotiated at the outset of the WA. The price ceiling is the maximum that may be paid to the contractor, except for any adjustment under other contract clauses and the final price is subject to the price ceiling. When the contractor completes performance of this type of FPWA, the parties negotiate the final cost, and the final price is established by applying the profit adjustment formula. When the final negotiated cost is less than the target cost, application of the formula results in a final profit greater than the target profit; conversely, when final negotiated cost is more than target cost, application of the formula results in a final profit less than the target profit, or even a net loss. If the final negotiated cost exceeds the price ceiling, the contractor shall absorb the difference as a loss. The threshold and incentive values required for insertion into FAR clause 52.216-16 Alt I, INCENTIVE PRICE REVISION - FIRM TARGET, incorporated into this contract in Section I, will be stipulated in each individual incentive firm target type of FPWA.

(d) The Contractor shall not be required to report actual costs by individual cost elements during the performance of FPWA's or in invoices submitted therefore. Invoices may only specify the fixed price for firm fixed price FPWA's or the target price (target cost plus target profit) for a fixed price incentive firm target FPWA (or each separately priced task). The invoicing schedule shall be detailed within each FPWA and no progress payments will be allowed. Contractors shall submit invoices upon the completion of the FPWA or upon the completion of separately priced tasks. The Contractor shall satisfactorily perform all of the work required under the FPWA within the total fixed price of the firm fixed price FPWA and within the parameters defined within FAR 52.216-16 included in each FPWA for fixed price incentive firm FPWAs. Performance which does not meet the acceptance criteria specified in each FPWA or separately priced task will result in no payment to the Contractor for the entire FPWA or separately priced task unless and until the Contractor performs any necessary rework required to meet the original acceptance criteria at no change to the firm fixed price or ceiling price for

firm fixed price FPWA's and fixed price incentive firm target FPWA's respectively. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the work assignment price to reflect the reduced value of the services.

(e) Section I clauses that are applicable to FPWA are so indicated in Section I. Wherever terminology refers to "contract" in FAR clause 52.216-16 Alt I, INCENTIVE PRICE REVISION - FIRM TARGET it shall be construed to mean "Fixed Price Incentive Firm Target Work Assignment" as appropriate.

(f) Work assignments issued hereunder shall comply with the following:

(1) As mutually agreed by work assignment, the contractor shall perform work under the fixed price portion of the completion segment of the contract as specified in written work assignments issued by the Contracting Officer and designated as "Fixed Price Completion Form" work assignments. The Fixed Price Completion Form work assignment will describe the scope of work by specifying an end product or products. Work assignments issued under this segment will require the contractor to complete and deliver the specified end product(s) within the negotiated price.

(2) Each work assignment will include (1) a numerical designation, (2) the period of performance and schedule of deliverables and end products, (3) the scope of work for the work assignment, (4) expenditure limit, and (5) the name and phone number for the assigned Work Assignment Manager (WAM). The contractor shall not exceed the expenditure limits and estimated cost for a work assignment without the express written approval of the Contracting Officer. The Government shall not reimburse the contractor for costs incurred in excess of the expenditure limit and the Contractor is not obligated to continue performance of a work assignment or otherwise to incur costs in excess of the expenditure limit unless and until the Contracting Officer shall have notified the Contractor in writing that such expenditure limit has been increased and shall have specified in such notice a revised amount. Once a fixed price for a work assignment is established, there will be no expenditure limit applicable to that work assignment.

(3) The Contractor shall acknowledge receipt of each work assignment issued under this segment by returning a signed copy of the work assignment to the Contracting Officer within five (5) calendar days after it's receipt. EPA may utilize electronic systems to transmit formal documents (e.g., work assignments) to the contractor. If these electronic systems are utilized on official contract documents, the contractor agrees to recognize

these electronic signatures as official signatures on these documents for both EPA and/or contractor representatives.

(4) The Contractor may start work, as specified in the work assignment form, immediately upon receipt of the work assignment while concurrently preparing a detailed work plan for performance of work under the work assignment, and may work up to the expenditure limit in the work assignment. The work plan shall include a detailed description of the technical work to be performed (by task) and a comprehensive, independent cost breakdown, in accordance with the elements specified in FAR 15.408, Table 15-2, by element of cost, by task, and totals. The workplan shall be submitted thirty (30) calendar days after the scoping meeting in the number of copies and to the recipients designated in the work assignment or by technical direction.

(5) At a time and place specified by the Contracting Officer, the parties will negotiate the fixed price (either firm fixed price or FPI arrangement) for the work assignment. Upon successful completion of negotiations, the Contracting Officer will provide written confirmation of the fixed price for the work assignment. If the contractor has not received approval of a workplan within 75 calendar days of the scoping meeting, the contractor shall stop all work on that work assignment and notify the Contracting Officer, Project Officer, and Work Assignment Manager of that fact in writing. Subsequent to this notice, no work shall be performed without the written authorization of the Contracting Officer.

(6) In the event that the Contracting Officer formally disapproves the work plan, all work under that work assignment shall immediately cease until the problem causing the disapproval is resolved and written approval to proceed is received from the Contracting Officer.

(7) All effort performed under work assignments issued on a fixed price basis under the Completion Form segment of the contract shall be reported separately from the Term Form segment of the contract and from work assignments issued on a cost-type basis under the Completion Form segment of the contract.

(h) Work assignments shall not allow for any change to the terms or conditions of the contract. Where any language in the work assignment may suggest a change to the terms or conditions, the contractor shall immediately notify the Contracting Officer.

(i) Within 20 days of receipt of the work assignment or similar tasking document, the Contractor shall provide a conflict of interest certification. Where work assignments or similar tasking documents are issued under this

contract for work on or directly related to a site, the Contractor is only required to provide a conflict of interest certification for the first work assignment issued for that site. For all subsequent work on that site under this contract, the Contractor has a continuing obligation to search and report any actual or potential conflicts of interest, but no additional conflict of interest certifications are required.

(j) Before submitting the conflict of interest (COI) certification, the contractor shall search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the work assignment or similar tasking document. In the COI certification, the Contractor must certify to the best of the Contractor's knowledge and belief, that all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this work assignment or relating to this work assignment have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this work assignment or other work related to this site.

B.8 COMPLETION FORM CEILING (RACS-B-96-3)

(a) The Completion Form Ceiling of \$100,000, represents costs (including travel and other direct costs), or profit. As completion form work assignments are issued and negotiated, the government will modify the contract to obligate funds, or to reallocate funding in the schedule set forth in the clause of this contract entitled LIMITATION OF FUNDS NOTICE, associated with each completion form work assignment to reflect, by work assignment numerical designation, the funds so obligated or reallocated and to reflect completion form segment, or the fixed price, as applicable, associated with each completion form work assignment.

(b) Subcontracting efforts and rental/lease of equipment pertaining to specific activities issued under completion form work assignments shall be charged against the overall completion ceiling.

(c) If the full completion form ceiling dollars are under-utilized, there shall be a unilateral decrease in the completion form ceiling representing the unused portion of the completion form ceiling inclusive of associated costs and prorated fees/profits.

(d) Inclusion of the completion form ceiling shall not be construed as obligating the Government to issue any completion form work assignments. Costs and fees and/or profits associated with completion efforts shall only be payable for work performed under any completion form work assignments issued

in accordance with the clause of this contract entitled WORK ASSIGNMENTS
(COMPLETION FORM SEGMENT - COST TYPE or WORK ASSIGNMENTS (COMPLETION FORM
SEGMENT - FIXED PRICE.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
1552.211-79	OCT 2000	COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT

C.2 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.

10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

C.3 STATEMENT OF WORK--CONTRACT WHERE WORK IS ORDERED BY WORK ASSIGNMENTS OR DELIVERY ORDERS (EP 52.210-110) (APR 1984)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included in Attachment 1.

The Contractor shall perform work under this contract only as directed in the Work Assignment issued by the Contracting Officer.

C.4 INCORPORATION OF CONTRACTOR'S OFFER

The government is incorporating the following components of the contractor's offer by reference, and are made a part of the contract, including:

1. Professional Employee Compensation Plan, dated _____;
2. Conflict of Interest Plan, dated _____;
3. Confidential Business Information (CBI) Plan, dated _____;

4. Quality Management Plan, dated _____;
5. Quality Assurance Project Plan, dated _____;
6. Health and Safety Program Plan, dated _____;
7. Collective Bargaining Agreements with _____, dated _____;and,
8. Contractor's Written Payroll Policy, dated _____.

In the event there is any inconsistency between the clauses/provisions of this contract and the contractor's offer, the contract clauses provisions will take precedence.

**C.5 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES
(EP-S 97-1) (MAY 1999)**

(a) Executive Order 13101 of September 14, 1998, entitled "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANS). The CPG and RMANS provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANS as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANS, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to

the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460.

C.6 LABOR QUALIFICATIONS

The following describes the majority of skill levels required for the ROC contract. The minimum requirements for each skill level include both experience and educational qualifications. Experience/Qualifications may be substituted as follows:

Experience/Qualifications substitutions:

1. Any combination of additional years of experience in the proposed field plus full time college level study in the particular field totaling four years will be an acceptable substitute for a Bachelor of Science (B.S.) degree.
2. A B.S. degree plus any combination of additional years of experience and graduate level study in the proposed field of expertise totaling two years will be an acceptable substitute for a Master of Science (M.S.) degree.
3. A B.S. degree plus any combination of additional years of experience and graduate level study in the proposed field of expertise totaling four years of Masters Degree plus two years of either additional experience or graduate level study in the proposed field or expertise will be an acceptable substitute for a Doctorate of Philosophy (Ph.D.) Degree.

Contract Coordination Designee:

This individual plans, conducts and supervises projects of major significance, necessitating advanced knowledge and ability to originate and apply new and unique methods procedures in federal facilities programs. Demonstrates proven management experience in estimating manpower needs, reviewing project progress, and making changes in methodology, where necessary. Supplies advice and counsel to other professionals and generally operates with wide latitude for unreviewed action.

--Possess a B.S. degree in Physical Science, Biological Science, and/or Engineering with at least 12 years of experience in related field.

--Demonstrated experience in managing complex programs or projects involving a diverse workforce and complying with Federal contracting requirements.

--Demonstrated experience in performing and/or managing environmental remediation projects.

--Experience and capabilities must include organizing and managing large, complex contracts (including managing subcontractors and consultants) similar to the effort in this RFP, and experience in the subject area identified in

the SOW

--Ability to communicate both orally and written.

--knowledge of RCRA/CERCLA and other applicable federal laws/regulations is required.

Work Assignment Manager/Project Manager:

Responsible for the day-to-day management of individual work assignment includes but not limited to: prepares workplan, participates in cost negotiations, prepares monthly progress reports and deliverables. This individual plans, conducts and supervises assignments normally involving smaller or less complex projects, under general supervision of a program manager. Assignments are varied and require some originality and ingenuity. Estimates budgets and schedules work to meet completion dates. Directs assistance, reviews progress and evaluates results. Makes changes in methods, if necessitated. Operates with some latitude for unreviewed action or decision

--Possess a B.S. degree in Physical Science, Biological Science, and/or Engineering with at least 6 years of experience in related field.

--Demonstrated experience in managing complex programs or projects involving a diverse workforce and complying with Federal contracting requirements.

--Demonstrated experience in performing and/or managing environmental remediation projects.

--Experience and capabilities must include organizing and managing large, complex contracts (including managing subcontractors and consultants) similar to the effort in this RFP, and experience in the subject area identified in the SOW

--Ability to communicate both orally and written.

--knowledge of RCRA/CERCLA and other applicable federal laws/regulations is required.

Senior Chemist:

--Possess a M.S. degree in physical science with emphasis in hydrogeology, soil sciences, waste treatment, and/or chemistry; at least 6 years of experience in the area of Quality Assurance Project Plans (QAPP) and data review/validation.

--Demonstrated knowledge of EPA approved test methods (SW-846; Test methods

for evaluating solid waste, physical/chemical methods, Contract Laboratory Program(CLP)).

--Demonstrated knowledge of EPA's quality assurance program.

--Demonstrated knowledge in performing technical review of data packages in the areas of inorganic and organic chemistry.

--Ability to communicate both orally and written.

--Knowledge of RCRA/CERCLA and other applicable federal laws/regulations is required.

Junior Chemist:

--Possess a B.S. degree in physical science with emphasis in hydrogeology, soil sciences, waste treatment, and/or chemistry; at least 3 years of experience in the area of quality assurance project plans (QAPjPs) and data review/validation.

--Demonstrated knowledge of EPA approved test methods (SW-846; Test methods for evaluating solid waste, physical/chemical methods, Contract Laboratory Program(CLP)).

--Demonstrated knowledge of EPA's quality assurance program.

--Demonstrated knowledge in performing technical review of data packages in area of inorganic and organic chemistry.

--Ability to communicate both orally and written.

--Knowledge of RCRA/CERCLA and other applicable federal laws/regulations is required.

Senior Hydrogeologist/Geologist:

--Possess M.S. degree in physical science or engineering (which included courses in hydrogeology, engineering science, and/or geophysical science) and at least six years of related experience;

--Demonstrated knowledge of the concepts, principles, and practices associated with ground water movement, sampling, and protection;

--Must possess formal and academic training to permit (1) the identification of geologic formations and how their properties influence groundwater contamination (some of these properties would include porosity, permeability, and hydraulic conductivity), and (2) working understanding of the dynamics of

groundwater flow, both horizontally and vertically.

--Basic understanding of ground water monitoring well design, installation/construction and development along with acceptable methods for the collection of samples or acquiring other monitoring information.

--Ability to communicate both orally and written.

-Knowledge of RCRA/CERCLA and other applicable federal laws/regulations is required.

Junior Hydrogeologist/Geologist:

--Possess B.S. degree in physical science or engineering (which included courses in hydrogeology, engineering science, and/or geophysical science) and at least three years of related experience;

--Demonstrated knowledge of the concepts, principles, and practices associated with ground water movement, sampling, and protection;

--Must possess formal and academic training to permit (1) the identification of geologic formations and how their properties influence groundwater contamination (some of these properties would include porosity, permeability, and hydraulic conductivity), and (2) working understanding of the dynamics of groundwater flow, both horizontally and vertically.

--Basic understanding of ground water monitoring well design, installation/construction and development along with acceptable methods for the collection of samples or acquiring other monitoring information.

--Ability to communicate both orally and written.

-Knowledge of RCRA/CERCLA and other applicable federal laws/regulations is required.

Senior Environmental Engineer:

--Possess a M.S. in chemical, environmental, or geo-technical engineering and at least 6 years of combined experience in hazardous waste projects, including experience in performing field sampling projects, formulating QA project plans and reviewing plan for efficiency.

--Ability to communicate both orally and written.

-Knowledge of RCRA/CERCLA and other applicable federal laws/regulations is required.

Junior Environmental Engineer:

--Possess a B.S. in chemical, environmental, or geo-technical engineering and at least 3 years of combined experience in hazardous waste projects, including experience in performing field sampling projects, formulating QA project plans and reviewing plan for efficiency.

--Ability to communicate both orally and written.

--Knowledge of RCRA/CERCLA and other applicable federal laws/regulations is required.

Junior Environmental Scientist/Biologist:

--Possess B.S. degree in biology, ecology, and/or environmental science and at least three years experience in conducting ecological assessments.

--Ability to communicate both orally and written.

Senior Environmental Scientist/Biologist:

--Possess M.S. degree in biology, ecology, and/or environmental science and at least six years experience in conducting ecological assessments.

--Ability to communicate both orally and written.

Toxicologist:

--Possess a M.S. or MPH in toxicology, epidemiology, or M.S. in biology, or chemistry and at least six years of related experience.

--Substantial knowledge of the concepts, principles and elements of risk assessment (hazard identification, dose-response assessment, exposure assessment, risk characterization)

--Ability to communicate both orally and written.

--Knowledge of RCRA/CERCLA and other applicable federal laws/regulations is required.

--Knowledge of Superfund Risk Assessment Guidance is required.

UXO expert:

-- Possess a B.S. in Physical Science and/or engineering degree and at least

10 years of related experience.

-- Substantial knowledge in explosive ordnance disposal; explosives and munitions manufacturing, storage, and disposal; explosives safety; risk assessment studies; experience in munitions remediation.

--Ability to communicate both orally and written.

--Knowledge of RCRA/CERCLA and other applicable federal laws/regulations is required.

SECTION D - PACKAGING AND MARKING

D.1 SHIPMENT AND MARKING (EP 52.247-100) (APR 1984)

D.2 SUBMISSION OF DELIVERABLES ON FLOPPY DISKS (RACS-D-96-1)

(a) At the request of the Contracting Officer or as directed in the individual work assignments, the Contractor must submit deliverables on microcomputer floppy disks (5 1/4" X 5 1/4" or 3 1/2" X 3 1/2"). The Contractor must package the floppy disks in accordance with standard commercial practice for ADP software. The disks must be IBM compatible, high density, double-sided, and must be labeled to indicate:

- 1) Name of deliverable
- 2) Contractor Name
- 3) Contract Number
- 4) Date written
- 5) Indication of draft or final version

(b) For each deliverable, the contractor must separate the data by category and submit the data on the diskettes using the following categories:

DATA CATEGORY -----	ASCII CONVERTED TO AN ORIGINAL IN -----
1) Narratives	WordPerfect
2) Spreadsheets	Lotus 1-2-3
3) Data Bases	D-base III Plus
4) PC to PC Communications	CrossTalk
5) Graphics	Autocad Freelance and/or Pagemaker

(c) The contractor must submit all data in accordance with this clause. The data must be in the version of the software applications as directed for use by the Contracting Officer for the above-listed titles (WordPerfect, Lotus, etc.)

SECTION E - INSPECTION AND ACCEPTANCE**E.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-4	AUG 1996	INSPECTION OF SERVICES--FIXED-PRICE
52.246-5	APR 1984	INSPECTION OF SERVICES--COST-REIMBURSEMENT
52.246-8	APR 1984	INSPECTION OF RESEARCH AND DEVELOPMENT-- COST-REIMBURSEMENT

E.2 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)

(a) Regarding the materials and services provided by the Contractor, the Contracting Officer or the duly authorized representative will perform inspection and acceptance.

(b) For the purposes of this clause, Project Officer, is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at:

EPA Region 5

EPA Region 6

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER ALTERNATE I (APR 1984)
1552.211-75	APR 1984	WORKING FILES
1552.211-78	APR 1984	ADVISORY AND ASSISTANCE SERVICES

F.2 REPORTS OF WORK (EPAAR 1552.210-70) (APR 1984) DEVIATION

The Contractor shall prepare and deliver the reports as required in the ROC Reports of Work (Attachment 2) to the designated addressees. Each report shall cite the contract number and identify the Environmental Protection Agency as the sponsoring agency.

In addition, a technical report abstract for each draft final and final technical report in accordance with Attachment 2.

F.3 USE OF RECOVERED MATERIALS IN PAPER AND PAPER PRODUCTS (EP 52.210-150) (JUN 1991)

(a) If the Contractor is required under this contract to deliver any of the paper and paper products listed below, all such items delivered shall meet the minimum content standards for recovered materials, postconsumer recovered materials, or waste paper set forth below in paragraph (b).

(1) Recovered materials are defined as waste material and by- products that have been recovered or diverted from solid waste, not including those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(2) Postconsumer recovered materials are defined as waste materials recovered from retail stores, office buildings, homes, and so forth after they

passed through their end usage as a consumer item.

(3) Waste paper is defined as all items from the first two categories above in addition to forest residues, and manufacturing and other wastes.

(b) Unless otherwise directed by the Contracting Officer, the Contractor shall use "High Grade Bleached Printing and Writing Papers" as defined in this clause to produce all progress reports, draft reports, final reports, any other products required to be delivered to the Government under this contract.

EPA MINIMUM CONTENT STANDARDS FOR SELECTED PAPER
AND PAPER PRODUCTS

	Minimum % Recovered Materials	Minimum % Postconsumer Recovered Materials	Minimum % Waste Paper
.....	40		NEWSPRINT
HIGH GRADE BLEACHED PRINTING AND WRITING PAPERS:			
Offset printing			50
Mimeo and duplicator paper			50
Writing (stationery)			50
Office paper (e.g., note pads).....			50
Paper for high speed copiers			50
Envelopes			50
Form bond including computer paper and carbonless			50
Book papers			50
Bond papers			50
Ledger			50
Cover stock			50
Cotton Fiber papers	25		50
TISSUE PRODUCTS:			
Toilet tissue		20	
Paper towels		40	
Paper napkins		30	
Facial tissue		5	
Doilies		40	
Industrial wipes		0	
UNBLEACHED PACKAGING:			
Corrugated boxes		35	
Fiber boxes		35	
Brown papers (e.g. bags).....		5	
RECYCLED PAPERBOARD:			

Recycled paperboard products 80
 Pad backing 90

F.4 MONTHLY PROGRESS REPORT (EPAAR 1552.211-72) (JUN 1996)

(a) The Contractor shall furnish 3 copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor/consultant consents, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the cumulative contract period and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor, and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).

(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

(6) Average cost of direct labor. Compare the actual average cost per hour to date with the average cost per hour of the approved work plans for the current contract period.

(e) The report shall specify financial status at the work assignment or delivery order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the current reporting period, cumulative contract period, and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.

(5) Average cost of direct labor. Display the actual average cost per hour with the cost per hour estimated in the workplan.

(6) A list of deliverables for each work assignment or delivery order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the following addresses on or before the 20th of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

***TO BE DETERMINED AT TIME OF AWARD**

F.5 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)

The period of performance of this contract shall be from effective date of award through five years thereafter, inclusive of all required reports.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
1552.216-74	MAY 1991	PAYMENT OF FEE

G.2 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) DEVIATION

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The contractor shall submit the invoice or request for contract financing payment to the following offices/individuals in the contract: the original and two copies to the Accounting Operations office shown in Block 25 on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal -Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual work assignments, the invoice or

request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each work assignment and for the contract total, as well as any supporting data for each work assignment as identified in the instructions.

(2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract period.

(d)(1) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

(d)(2) On a case-by-case basis, when needed to verify the reasonableness of subcontractor costs, the Contracting Officer may require that the contractor obtain from the subcontractor cost information in the detail set forth in (c)(2). This information should be obtained through a means which maintains subcontractor confidentiality (for example, via sealed envelopes), if the subcontractor expresses CBI concerns.

(e) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(f)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

G.3 METHOD OF PAYMENT (EP 52.232-220) (APR 1984)

(a) Payments under this contract will be made either by check or by wire

transfer through the Treasury Financial Communications System at the option of the Government.

(b) The Contractor shall forward the following information in writing to the paying office designated in this contract not later than 7 days after receipt of notice of award.

(1) Full name (where practicable), title, phone number, and complete mailing address of responsible official(s), (i) to whom check payments are to be sent, and (ii) who may be contacted concerning the bank account information requested below.

(2) The following bank account information required to accomplish wire transfers:

(i) Name, address, and telegraphic abbreviation of the receiving financial institution.

(ii) Receiving financial institution's 9-digit American Bankers Association (ABA) identifying number for routing transfer of funds. (Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System.)

(iii) Recipient's name and account number at the receiving financial institution to be credited with the funds.

(iv) If the receiving financial institution does not have access to the Federal Reserve Communications System, provide the name of the correspondent financial institution through which the receiving financial institution receives electronic funds transfer messages. If a correspondent financial institution is specified, also provide:

(A) Address and telegraphic abbreviation of the correspondent financial institution.

(B) The correspondent financial institution's 9- digit ABA identifying number for routing transfer of funds.

(c) Any changes to the information furnished under paragraph (b) of this clause shall be furnished to the paying office in writing at least 30 days before the effective date of the change. It is the contractor's responsibility to furnish these changes promptly to avoid payments to erroneous addresses or bank accounts.

(d) The document furnishing the information required in paragraphs (b) and (c) must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.

(e) If this contract is assigned, the Contractor shall ensure that the information required above is submitted by the assignee to the paying office designated in the contract.

G.4 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703-1(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency
Chief, Cost and Rate Negotiation Service Center
Office of Acquisition Management (3802R)
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D. C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.406-2) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, by means of a separate indirect cost rate agreement or a contract modification subject to adjustment when the final rates are established. The established billing rates are currently as follows:

Cost Center
Period
Rate
Base

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the Cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

Cost Center
Period
Rate
Base

The ceiling rates specified above are applicable from the effective date of the contract through the end of the period of performance including any option periods.

G.5 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer(s) for this contract:

WILL IDENTIFY AT TIME OF AWARD

Contract Specialist(s) responsible for administering this contract:

WILL IDENTIFY AT TIME OF AWARD

Administrative Contracting Officer:

WILL IDENTIFY AT TIME OF AWARD

G.6 ANNUAL ALLOCATION OF NON-SITE COSTS (EP 52.242-310) (OCT 1991)

(a) The contractor shall submit an allocation report annually on a Federal fiscal year (FY) basis. The purpose of this report is to allocate all payments made by EPA to the contractor for non-site-specific activities to the sites worked on by the contractor during the FY. Examples of non-site-specific activities include program management, contract fees (base, fixed, and award), and other tasks given to the contractor for non-site-specific work.

(b) Within 90 days after the end of each FY, EPA will provide the contractor the total amount of all invoices for the annual allocation period. The contractor shall submit two draft copies of the Annual Allocation Report to EPA within 60 days after receipt of the invoice amounts. The paragraph below titled, "Annual Allocation Report", lists the required submissions for the Annual Allocation Report. Attachment **8** to the contract, titled, "Instructions for Performing the Annual Allocation of Non-Site-Specific Costs" provides a detailed explanation of each schedule type and steps for completing each schedule.

(c) The Superfund Accounting Branch of the Financial Management Division (FMD) will review the draft report and notify the contractor in writing of any corrections required for the final report. Two copies of the final report incorporating all of the necessary corrections are due 30 days after receipt of this notice. The final report shall also include a signed statement certifying that the data provided to EPA is supported by the contractor's accounting records. NOTE: These allocations represent changes to EPA's accounting system. No changes should be made to the contractor's accounting system.

(d) In addition to the two copies of the final reports, the contractor shall also submit the Summary of Allocation report on a 5 1/4" or 3 1/2" DOS computer disk in a Lotus 1-2-3 or ASCII format. The reports shall be sent to:

Chief, Superfund Accounting Branch
Environmental Protection Agency
Financial Management Division (3303F)
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.

Washington, D.C. 20460

(e) When the contract performance period ends at other than the end of the FY, EPA will provide the amount to be allocated 90 days after submission of the last invoice following contract expiration. The time requirements for submission of draft and final reports noted in the paragraphs above will apply.

(f) If the contractor is submitting Annual Allocation Reports on costs incurred during FY 1991 and earlier, the contractor may combine each FY's report into one report. Approval must be granted by the Chief, Superfund Accounting Branch, FMD before the reports can be combined.

Allocation Methodology

Initial Steps:

Before beginning the allocation process, the contractor must perform four tasks:

- 1) Reconcile the paid amounts provided by EPA with contractor records,
- 2) Identify costs charged to sites with SSIDs and without SSIDs,
- 3) Redistribute costs for sites which initially did not have SSIDs, but which were subsequently assigned an EPA SSID, and
- 4) Identify which of the non-site activity costs should be allocated to sites:

The contractor shall delineate the amount of non-site- specific costs into the following non-site categories:

Program Management - (National & Regional, if applicable) - Payments made to the contractor for the specific management and administration of the contract as a whole. This includes contract fees except for fees applicable to individual sites.

Site Support Non-Site Activities - payments for activities which relate to, support, and/or benefit the sites worked on by the contractor.

Program Wide Non-Site Activities - payments for activities which support the overall Superfund program beyond the sites worked on under this contract; they are global in nature and purpose. These costs will not be allocated to sites in the annual allocation process.

Capital Equipment - equipment with an individual cost over \$5,000.00 and a useful life of greater than one year.

Start-up Costs - costs incurred generally in the first year and associated with efforts benefitting the entire contract term, e.g., quality assurance plans.

(g) The contractor shall allocate the non-site activity costs to sites, program wide non-site costs, and other appropriations using an allocation method that reflects the causal/beneficial relationship of the non-site costs to site costs. The preferred allocation method is a total cost base. However, with the approval of the Chief, Superfund Accounting Branch, FMD, the contractor may use an alternate methodology.

In addition, special allocations may be required as follows:

- All equipment with a unit value of \$5,000.00 or greater and a useful life of greater than one year shall be depreciated over its useful life and allocated to sites. The allocation of amortized equipment costs should reflect equipment usage on the sites. The preferred depreciation procedure is either a straight-line or actual usage basis. A depreciation schedule shall be maintained and submitted to EPA at contract expiration.
- Start-up costs, if applicable, shall be amortized over the life of the contract.
- Payments made for costs incurred in previous fiscal years, if material, shall be allocated in a separate report. If the contractor is unsure whether a paid amount is material, the contractor should contact the Chief, Superfund Accounting Branch, FMD.

Annual Allocation Report

Required:

- Summary of Allocation
- Master Allocation Schedule
- Statement of Allocation Methodology
- Listing of all invoices paid during the Federal fiscal year (with invoice numbers and amounts)
- Certification of Contractor Records - (final report only)

Required if applicable:

- Schedule of Start-up Costs
- Schedule of Capital Equipment Depreciation
- Schedule of Non-Site Activities

(h) The contractor should refer to "Instructions for Performing the Annual Allocation of Non-Site-Specific Costs" for a detailed explanation and illustration of the allocation process and methodology. Questions regarding any Annual Allocation requirements should be referred to the Chief, Superfund Accounting Branch, FMD at (202) 260-9268.

G.7 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer and assigned _____. The Contracting Officer will provide written notice to the Contractor of his decision.

Consent is given to issue the following subcontracts:

G.8 GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (APR 1984)

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government.

(c) The Contractor shall use the Government-furnished data only in connection with this contract.

(d) The data will be furnished to the Contractor as specified in the Work Assignment.

G.9 GOVERNMENT PROPERTY (EPAAR 1552.245-73) (OCT 2000)

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without written approval from the Contracting officer.

(b) In accordance with paragraph (a) above, the contractor is authorized to acquire and/or fabricate the equipment listed below for use in the performance of this contract. The equipment is subject to the provisions of the "Government Property" clause.

(c) The Government will provide the following item(s) of Government property to the contractor for use in the performance of this contract. This property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

(d) The "EPA Contract Property Administration Requirements" provided below apply to this contract.

**U.S. Environmental Protection Agency
Property Administration Requirements (PAR)**

1. PURPOSE. This document sets forth the requirements for Environmental Protection Agency (EPA) contractors in the performance of their Government property management responsibilities under contracts with EPA. These requirements supplement those contained in the Government property clause(s) in this contract, and part 45 of the Federal Acquisition Regulation (FAR).

2. DELEGATION OF CONTRACT PROPERTY ADMINISTRATION. EPA has delegated much of its contract property management oversight to the Defense Contract Management Command (DCMC). Shortly after award of a contract, the EPA contracting officer (CO) delegates the functions of property administration and plant clearance (disposal) for the contract to DCMC. Upon acceptance of that delegation, DCMC will provide notification to the contractor, identifying the assigned property administrator (PA) and plant clearance officer (PLCO). If the contract is not delegated to DCMC for administration, any reference to PA and PLCO throughout this document shall be construed to mean CO. The DCMC PA is available to the contractor for assistance in all matters of property administration. Notwithstanding the delegation, as necessary, the contractor may contact their EPA CO. In the event of disagreement between the contractor and the DCMC PA, the contractor should seek resolution from the CO. Unless otherwise directed in the contract, or this document, all originals of written information or reports, except direct correspondence between the contractor and the DCMC PA, relative to Government property, should be forwarded to the administrative CO assigned to this contract.

3. REQUESTS FOR GOVERNMENT PROPERTY.

a. In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government facilities are required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum, the request shall contain the following elements:

1. Contract number for which the facilities are required.
2. An item(s) description, quantity and estimated cost.
3. Certification that no like contractor facilities exist which could be utilized.
4. A detailed description of the task-related purpose of the facilities.
5. Explanation of negative impact if facilities are not provided by the Government.
6. If applicable, recommend the exception under FAR 45.302-1(a) or any applicable EPA class deviation (available upon request), and provide any other information which would support the furnishing of facilities, including contractor-acquired property (CAP).
7. Except when the request is for material, a lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government.

The contractor may not proceed with acquisition of facilities on behalf of the Government until receipt of written authorization from the EPA CO.

4. TRANSFER OF GOVERNMENT PROPERTY. When the contractor receives Government-furnished property (GFP), the contractor should receive, from the transferor, (either EPA or another contractor) all of the applicable data elements (Attachment 1 of this clause) needed to maintain the required records. If this information is not provided at the time of receipt of the property, the contractor shall request it from the EPA CO. The CO will attempt to obtain the data from the previous property holder, or, if data does not exist, will assist the current property holder in estimating the elements. Prior to signing an acceptance document for the property, the receiving contractor should perform a complete inventory of the property. Responsibility, as well as accountability, passes with the signed acceptance.

When, at the written direction of the EPA CO, the contractor transfers GFP to another contractor, or another Agency, the contractor shall provide the applicable data elements (Attachment 1 of this clause). Upon return of the property to EPA, the same data must be provided by the contractor to the EPA CO.

5. RECORDS OF GOVERNMENT PROPERTY.

a. In accordance with FAR 45.505 and 45.505-1, the contractor shall establish and maintain adequate property records for all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material (supplies) provided by the Government or acquired by

the contractor and billed as a direct charge to the Government is Government property and records must be established as such.

b. The contractor shall establish and maintain the official Government property record. (If the contract contains the FAR Clause 52.245-1, the Government will maintain the official Government property records.) Such records shall contain the applicable data elements (Attachment 1 of this clause) for all items of Government property regardless of cost.

c. The Contractor shall identify all Superfund property and designate it as such both on the item and on the official Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.

d. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.

e. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the EPA CO.

f. When Government property is disclosed to be in the possession or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 45.502(f) and (h).

6. INVENTORIES OF GOVERNMENT PROPERTY. The contractor shall conduct a complete physical inventory of EPA property at least once per year, unless otherwise directed by the PA. Reconciliation shall be completed within 30 calendar days of inventory completion. The contractor shall report the results of the inventory, including any discrepancies, to the DCMC PA upon completion of the reconciliation. The contractor's records shall indicate the completion date of the inventory.

See section 9 herein, Contract Closeout, for information on final inventories.

7. REPORTS OF GOVERNMENT PROPERTY. In accordance with FAR 45.505-14, EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession as of September 30 each year.

a. For each classification listed in FAR 45.505-14(a), except material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.

b. For material, the contractor shall provide the total acquisition cost only.

c. Property classified as facilities, special tooling, special test equipment, and agency peculiar must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.

d. For items comprising a system, which is defined as ``a group of interacting items functioning as a complex whole,'' the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

e. The reports are to be **received** at EPA and DCMC no later than October 31 of each year.

f. Distribution shall be as follows:

Original to:	EPA CO
1 copy:	DCMC PA

g. EPA Contractors are required to comply with GSA's and DOE's special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.

h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the PA.

8. DISPOSITION OF GOVERNMENT PROPERTY. The disposition process is composed of three distinct phases: identification of excess property, reporting of excess property, and final disposition.

a. Identification of Excess Property. The disposition process begins with the contractor identifying Government property that is excess to its contract. **Effective contractor property control systems provide for disclosing excesses as they occur.** Once inactive Government property has been determined to be excess to the contract to which it is accountable, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO in writing. Government property will be transferred to other contracts only when the COs on both the current contract and the receiving contract authorize such a transfer in writing.

b. Reporting Excess Government Property. Excess Government property shall be reported in accordance with FAR Subpart 45.6. Inventory schedules A-E (SF Forms 1426-1434) provide the format for reporting of excess Government property. Instructions for completing the forms are located at FAR 45.606-5 and samples may be found in FAR 53.301-1426 thru 1434. Inventory schedules shall be forwarded to the DCMC PLCO with a copy to the EPA CO. The cover letter, which accompanies the inventory schedules, must include the EPA CO's name, address and telephone number. Inventory schedules must also contain a notification if the property is Superfund property. If the property is Superfund property, the contractor must also prominently include the following language on the inventory schedule: **"Note to PLCO: Reimbursement to the EPA Superfund is required."** When requested, by the PLCO or the CO, the contractor will provide the fair market value for those items requested.

c. Disposition Instructions.

1. If directed in writing by the EPA CO, the contractor will retain all or part of the excess Government property under the current contract for possible future requirements. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be retained.

2. If directed in writing by the EPA CO, the contractor shall transfer the property to another EPA contractor. The contractor will transfer the property by shipping it in accordance with the instructions provided by the CO. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred. Further, the contractor shall notify the CO when the transfer is complete.

3. If directed in writing by the EPA CO, the contractor shall transfer the property to EPA. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO. The contractor will request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred to EPA. Further, the contractor shall notify the CO when the transfer is complete.

4. The contractor will ship the property elsewhere if directed, in writing, by the PLCO.

5. The PLCO will either conduct the sale or instruct the contractor to conduct a sale of surplus property. The contractor will allow prospective bidders access to property offered for sale.

6. Property abandoned by the PLCO on the contractor's site must be disposed of in a manner that does not endanger the health and safety of the public.

7. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause. The contractor shall also obtain either a signed

receipt from the recipient, or proof of shipment. The contractor shall update the official Government property record to indicate the disposition of the item and to close the record.

9. CONTRACT CLOSEOUT. The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the DCMC PA. In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO. For terminated contracts, the contractor will conduct and report the inventory results as directed by the CO.

However, in order to expedite the disposal process, contractors may be required to, or may elect to submit to the CO, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed.

The contractor shall update all property records to show disposal action. The contractor shall notify the DCMC PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed.

Attachment 1

REQUIRED DATA ELEMENTS. Where applicable (all elements are not applicable to material) the contractor is required to maintain, at a minimum, the information related to the following data elements for EPA Government property:

Contractor Identification/Tag Number;
 Description;
 Manufacturer;
 Model;
 Serial Number;
 Acquisition Date;
 Date received;
 Acquisition Cost*;
 Acquisition Document Number;
 Location;
 Contract Number;
 Account Number (if supplied);
 Superfund (Yes/No);
 Inventory Performance Date;
 Disposition Date.

* Acquisition cost shall include the price of the item plus all taxes, transportation and installation charges allocable to that item.

NOTE: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property, the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

G.10 SITE-SPECIFIC INVOICING - INSTRUCTIONS

The monthly and annual general requirements for site specific invoicing are in Attachment 3, Site Specific Invoicing Instructions.

G.11 POST-AWARD CONFERENCE

The government will hold a post-award conference within thirty calendar days after contract award.

The goals of the conference are to:

1. Achieve a clear and mutual understanding of all contract

requirements; and,

2. Identify and resolve potential problems.

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
1552.203-71	OCT 2000	DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER
1552.208-70	OCT 2000	PRINTING
1552.209-71	MAY 1994	ORGANIZATIONAL CONFLICTS OF INTEREST ALTERNATE I (MAY 1994)
1552.209-76	MAY 1999	CONTRACTOR PERFORMANCE EVALUATIONS
1552.227-76	MAY 1994	PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT
1552.228-70	OCT 2000	INSURANCE LIABILITY TO THIRD PERSONS
1552.229-70	NOV 1989	STATE AND LOCAL TAXES
1552.235-70	APR 1984	SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY
1552.235-71	APR 1984	TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION
1552.235-77	DEC 1997	DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION
1552.235-78	DEC 1997	DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION
1552.235-79	APR 1996	RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION
1552.237-75	APR 1984	PAPERWORK REDUCTION ACT
1552.245-72	APR 1984	FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY

H.2 LIMITATION OF FUTURE CONTRACTING (ROC) (EPAAR 1552.209-74) (MAY 1994) (DEVIATION)

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete

for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.

(c) During the performance period of this contract, the prime Contractor will be ineligible to enter into any contract with a Federal agency other than EPA for remedial planning and/or implementation projects to be performed on sites located at a Federal facility without the prior written approval of the EPA Contracting Officer. During the performance period of this contract, the team subcontractor(s) will be ineligible to enter into any contract with a Federal agency other than EPA for remedial planning and/or implementation projects to be performed at sites located on a Federal facility, with the exception of the Federal agencies or departments listed below, without the prior written approval of the EPA Contracting Officer.

Team Subcontractor

Federal Agency

_____*

_____*

***WILL COMPLETE AT TIME OF AWARD.**

(d) Unless prior written approval is obtained from the cognizant EPA Contracting Officer, the contractor, during the life of the work assignment and for a period of two (2) years after the completion of the work assignment, agrees not to enter into a contract with or to represent any party other than EPA, with respect to any work under the work assignment relating to CERCLA or RCRA activities which pertain to a Federal Facility site where the Contractor previously performed work for EPA under this contract.

(e) Unless prior written approval is obtained from the cognizant EPA Contracting Officer, the Contractor, during the life of the work assignment and for a period of five (5) years after the completion of the work assignment, agrees not to enter into a contract with or to represent any party, other than EPA, with respect to: (1) any work relating to CERCLA or RCRA activities which pertain to a non-Federal facility site where the Contractor previously performed work for EPA under this contract; or (2) any work that may jeopardize CERCLA or RCRA enforcement actions which pertain to a non-Federal facility site where the Contractor previously performed work for

the EPA under this contract.

(f) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(g) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(h) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for non discretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (h) unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for non discretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(i) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(j) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

**H.3 OPTION FOR INCREASED QUANTITY--COST-TYPE CONTRACT (EPAAR 1552.217-73)
(JUN 1997)**

(a) By issuing a contract modification, the Government may increase the estimated level of effort by:

28,500 LOE (Level of Effort) for Region 5

The Government may issue a maximum of 57 orders to increase the level of effort in multiples of 500 hours during any given period.

The estimated cost and fixed fee of each multiple of 500 hours is as follows:

<u>Estimated Cost</u>	<u>Fixed Fee</u>	<u>Total</u>
_____	_____	_____

(b) If this contract contains 'not to exceed amounts' for elements of other direct costs (ODCs), the government will increase these amounts as follows:

WILL DETERMINE AT TIME OF AWARD

H.4 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

H.5 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP

52.219-115) (JUL 1991)

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

H.6 INSURANCE COVERAGE (EP 52.228-100) (JUL 1993)

As provided in paragraph (a)(1) of EP 52.228-110, "Insurance-- Liability to Third Persons", the Contractor shall maintain the minimum amounts of liability insurance coverage set forth in FAR 28.307-2, unless otherwise required by the Contracting Officer.

H.7 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (AUG 1993) DEVIATION

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return the CBI to the PO or his/her designee, whenever the information is no longer required by the Contractor for performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

**H.8 DATA SECURITY--FIFRA AND/OR TSCA CONFIDENTIAL BUSINESS INFORMATION
(EPAAR 1552.235-72) (APR 1984) DEVIATION**

The Contractor shall handle Federal Insecticide Fungicide Rodenticide Act (FIFRA) and/or Toxic Substances Control Act (TSCA) confidential business information in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality," and the provisions set forth below.

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information to the Contractor necessary to carry out the work required under this contract. The Contractor shall protect the confidential business information and confidential business information used in its computer operations in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the manual entitled "Contractor Requirements for the Control and Security of TSCA Confidential Business Information." The manual may be obtained from the Director, Information Management Division, Office of Toxic Substances, Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, D. C. 20460.

(2) The Contractor shall, upon request by the Contracting Officer, permit access to and inspection of the Contractor's facilities in use under this contract by representatives of EPA's Assistant Administrator for Administration and Resources Management, EPA's Program Support Division of the Office of Pesticide Programs, EPA's Information Management Division of the Office of Toxic Substances, or by the Project Officer.

(3) The Contractor Document Control Officer (DCO) shall obtain a signed copy of the FIFRA/TSCA "Contractor Employee Confidentiality Agreement" from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(b) The Contractor agrees that these requirements concerning protection of confidential business information are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary

interest in the information.

(c) The Contractor understands that confidential business information obtained by EPA under FIFRA and/or TSCA may not be disclosed except as authorized by the Act(s), and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in FIFRA [7 U.S.C. 136h(f)] and/or TSCA [15 U.S.C. 2613(d)]. For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those disclosures set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of confidential business information to the subcontractor.

(e) The Contractor shall return all documents, logs, and employee confidentiality agreements to EPA at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

H.9 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION

The following applies to all tasks requiring the contractor to have access to CBI (Confidential Business Information):

The ROC Contractor must not have access to CBI information submitted to EPA under any authority until the ROC contractor:

Obtains from the Project Officer a certification that the EPA has followed all necessary procedures under 40 CFR Part 2, Subpart B, including providing, where necessary, prior notice to the submitter of disclosure to the contractor.

H.10 CONTRACT PUBLICATION REVIEW PROCEDURES (EPAAR 1552.237-70) (APR 1984)

(a) Material generated under this contract intended for release to the public is subject to the Agency's publication review process in accordance with the EPA Order on this subject and the following.

(b) Except as indicated in paragraph (c) below, the Contractor shall not

independently publish or print material generated under this contract until after completion of the EPA review process. The Project Officer will notify the Contractor of review completion within 30 calendar days after the Contractor's transmittal to the Project Officer of material generated under this contract. If the Contractor does not receive Project Officer notification within this period, the Contractor shall immediately notify the Contracting Officer in writing.

(c) The Contractor may publish, in a scientific journal, material resulting directly or indirectly from work performed under this contract, subject to the following:

(1) The Contractor shall submit to the Contracting Officer and the Project Officer, at least 30 days prior to publication, a copy of any paper, article, or other dissemination of information intended for publication.

(2) The Contractor shall include the following statement in a journal article which has not been subjected to EPA review: "Although the research described in this article has been funded wholly or in part by the United States Environmental Protection Agency contract (number) to (Name of Contractor), it has not been subject to the Agency's review and therefore does not necessarily reflect the views of the Agency, and no official endorsement should be inferred."

(3) Following publication of the journal article, the Contractor shall submit five copies of the journal article to the Project Officer, and one copy to the Contracting Officer.

(d) If the Government has completed the review process and agreed that the contract material may be attributed to EPA, the Contractor shall include the following statement in the document:

This material has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name). It has been subject to the Agency's review, and it has been approved for publication as an EPA document. Mention of trade names or commercial products does not constitute endorsement or recommendation for use.

(e) If the Government has completed the review process, but decides not to publish the material, the Contractor may independently publish and distribute the material for its own use and at its own expense, and shall include the following statement in any independent publication:

Although the information described in this article has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name), it does not necessarily reflect the views of the Agency and no official endorsement should be inferred.

H.11 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Delivery Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

H.12 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

Contract Coordinator Designee

Work Assignment Manager/Project Manager

Note: The offeror must submit this information with the proposal. The contract, at the time of award, will specify the position titles and individual names.

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial ninety (90) calendar day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.13 PUBLIC COMMUNICATION (RACS-H-96-07)

The Contractor must not represent itself as EPA to outside parties. To maintain public trust and to not mislead the public, the Contractor must, when communicating with outside parties, explain that it is an Agency Contractor. Each contractor employee must wear a badge conspicuously identifying itself as a contractor.

H.14 RETENTION AND AVAILABILITY OF CONTRACTOR FILES (RACS-H-96-10)

(a) This contract contains the Federal Acquisition Regulation Clause 52.215-2, Audit and Records-Negotiation (JUNE 1999), wherein the Contractor is required to maintain and make available to the Contracting Officer or representative of the Contracting Officer (in accordance with FAR Subpart 4.7 "Contractor Records Retention") at its office at all reasonable times the books, records, documents, and other evidence relating to this contract including personnel utilization records, site records, and accounting procedures and practices sufficient to reflect properly all costs claimed to have been incurred under this contract. Such files must be made available for examination, audit or reproduction.

(b) The Contractor is advised that the Government may file suit against potential responsible parties for costs incurred relative to site related cleanup activities. In such proceedings, the Contractor's cost and performance records may become an integral part of the Government's case.

(c) Accordingly, due to the extended nature of court proceedings and EPA

audit requirements, the Contractor must make available to the Government, and only to the Government, all audit and financial information relative to the work conducted under this contract as well as the information required in the Audit Clause for a total of 10 years after final payment under this negotiated contract in lieu of the 3 year period stated in the clause Audit and Records-Negotiation (JUNE 1999) (See FAR 4.703(b)(1)).

(d) In addition, the Contractor must make available to the Government and only to the Government the records relating to any appeals, litigation or the settlement of claims with third parties and which relate to this contract (i.e., cost recovery) until such appeals, litigation, or claims are disposed of.

(e) The Contractor must not destroy original records relating to the contract until:

- (1) all litigation involving the records has been finally settled and approval is obtained from the CO; or
- (2) Ten (10) years have passed from the date of final payment and no litigation involving the records has been instituted and approval of the CO is obtained.

In no event should individual records be destroyed if litigation is in process or is pending related to such records.

(f) From time to time, the Government may, in support of litigation cases, have the need for the Contractor to research and make available such records in a form and manner not normally maintained by the Contractor. Such effort must be deemed to be within the scope of work under this contract. If this effort is required after performance of this contract, a separate negotiated procurement action may be instituted with the Contractor.

(g) The final invoice (completion voucher) submitted hereunder, after physical completion of the contract within the stated period of performance, will represent the final claim under the contract.

H.15 TRAVEL

Except as explicitly set forth below, the Government will reimburse the Contractor for reasonable and allocable travel costs actually incurred by and paid to the Contractor's employees, provided such costs do not exceed the amount that would be payable to any employee of the Environmental Protection Agency conducting the same travel while on Government business. In determining the dollar value of allowable contractor employee travel costs, the limitations of the Federal Travel Regulations effective on the date of travel will apply to Contractor employees to the same extent they apply to Federal Government employees.

The Government may require the Contractor to furnish the Contracting Officer documentary proof of every travel expenditure that exceeds seventy-five dollars (\$75), including receipts for common carrier transportation expenditures and bona fide lodging receipts.

The Contractor may elect to reimburse its employees for meals and incidental expenses (as defined in the Federal Travel Regulations) on a per diem basis, and the Contractor will be reimbursed for such payments. In no event shall the reimbursement allowed under this provision exceed the standard per diem for meals and incidental expenses allowable under the Federal Travel Regulations.

H.16 IDENTIFICATION OF CONTRACTOR PERSONNEL

All contractor, subcontractor, and consultant personnel must wear prominently displayed identification badges at all times when:

- Performing tasks under the contract; and
- Interacting with EPA officials, federal agencies, state, tribal and local governments, business, industry, and the general public.

The badge must contain the individual's name and the company's name and logo. The contractor must identify the office space occupied by contractor staff in any location that is also occupied by EPA employees with appropriate signs that include the contractor's name.

When participating in any event and/or discussion (i.e., answering the telephone, participating as a panel member or speaker), contractor staff must verbally identify themselves as contractor personnel so that there is no possible appearance of being EPA officials.

H.17 EPA MEETINGS, WORKSHOPS AND CONFERENCES

The EPA will hold meetings in Federal facilities whenever available. EPA is required to notify GSA when the Agency has a short term need for meeting facilities and such facilities are not available within the Agency (FMPR 101-17.104-4). The EPA Project Officer or Work Assignment Manager will determine and advise the Contractor when Federal facilities are not available.

Except for contract, experts, consultants, subcontractor, or other personnel necessary for performance of the work called for by this contract, the cost of travel, food, lodging, etc., for other participants or attendees shall not be allowable cost under this contract. All such required personnel for which costs are being claimed must be approved by the Contracting Officer.

Except as covered through per diem or subsistence costs, the cost of

beverages, food refreshments, etc., consumed by participants or attendees at meeting shall not be an allowable charge under this contract.

Any registration fees must be approved by the Contracting Officer. If approved, fees collected must be accounted for and turned over to the EPA Finance Office. They may not be used to offset any of the costs for performing the contract.

H.18 PROHIBITION OF CONTRACTOR VIEWING OF CONFIDENTIAL BUSINESS INFORMATION WITHOUT AUTHORIZATION

(a) EPA may authorize the Contractor and any subcontractor to view confidential business information (CBI) that EPA obtained pursuant to the Toxic Substances Control Act, the Federal Insecticide, Fungicide, and Rodenticide Act, the Clean Air Act, the Federal Water Pollution Control Act, the Safe Drinking Water Act, the Federal Food Drug, and Cosmetic Act, the Resource Conservation and Recovery Act, and the Comprehensive Environmental Response, Compensation, and Liability Act. This contract contains provisions (e.g., "Treatment of Confidential Business Information") which are necessary to permit the Contractor or subcontractor to view CBI obtained pursuant to these statutes.

(b) The Contractor and any subcontractor are prohibited from viewing any CBI that EPA has not authorized the Contractor or subcontractor to view pursuant to 40 C.F.R. Part 2, Subpart B, entitled "Confidentiality of Business Information."

(c) All employees of the Contractor and all subcontractor/consultant employees shall be required to annually certify to the following:

The undersigned hereby certifies that he/she has not viewed any confidential business information contained in the Contract Payment System, Superfund cost Recovery Image Processing System, or any other EPA database containing confidential business information, including confidential business information that EPA obtained from an EPA contractor, except where EPA has specifically authorized such access.

(Certification shall note the employee's position in regard to the subject contract and shall be signed and dated.)

(d) The Contractor agrees that these requirements in Section H clauses pertaining to Confidential Business Information are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(e) The Contractor agrees to include the provisions of this clause, including this paragraph (e), in all subcontracts awarded pursuant to this

contract.

H.19 ZONE CROSSOVER WORK ASSIGNMENTS

In a case where the Contracting Officer determines that the Contractor is restricted from performing a work assignment, the Government reserves the right to acquire Regional Oversight Contract (ROC) services for that work assignment from a ROC contractor from another EPA Region or through other sources.

The case occur due to an actual, potential, or apparent conflict of interest or in any other situation in which the Contracting Officer determines it is in the best interest of the Government.

The Government may require the Contractor to perform a Region crossover work assignment for Regional Oversight Contract services in any of the following EPA Regions in the event of a conflict of interest or in any other situation in which Contracting Officer determines that it is in the best interest of the Government:

Region I
Connecticut, Maine, Massachusetts, New Hampshire,
Rhode Island and Vermont

Region II
New Jersey, New York, Puerto Rico and Virgin Islands

Region IV
Alabama, Florida, Georgia, Kentucky, Mississippi,
North Carolina, South Carolina and Tennessee

Region V
Illinois, Indiana, Michigan, Minnesota, Ohio, and Wisconsin

Region VI
Arkansas, Louisiana, New Mexico, Oklahoma and Texas

Region VII
Iowa, Kansas, Missouri and Nebraska

Region VIII
Colorado, Montana, North Dakota, South Dakota,
Utah, Wyoming

Region IX
California, Arizona, Hawaii, Nevada

Region X
Alaska, Idaho, Oregon, Washington

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	OCT 1995	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 1997	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT
52.215-11	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS
52.215-15	DEC 1998	PENSION ADJUSTMENT AND ASSET REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.215-19	OCT 1997	NOTIFICATION OF OWNERSHIP CHANGES
52.215-21	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS
52.216-7	MAR 2000	ALLOWABLE COST AND PAYMENT
52.216-8	MAR 1997	FIXED FEE

52.219-4	JAN 1999	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS
52.219-6	JUL 1996	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
52.219-8	OCT 2000	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-14	DEC 1996	LIMITATIONS ON SUBCONTRACTING
52.222-3	AUG 1996	CONVICT LABOR
52.222-26	FEB 1999	EQUAL OPPORTUNITY
52.222-35	APR 1998	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	JAN 1999	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.223-5	APR 1998	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION
52.223-6	JAN 1997	DRUG-FREE WORKPLACE
52.223-14	OCT 2000	TOXIC CHEMICAL RELEASE REPORTING
52.225-13	JUL 2000	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE II (JUN 1987)
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE III (JUN 1987)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.228-7	MAR 1996	INSURANCE--LIABILITY TO THIRD PERSONS
52.230-2	APR 1998	COST ACCOUNTING STANDARDS
52.232-1	APR 1984	PAYMENTS
52.232-17	JUN 1996	INTEREST
52.232-20	APR 1984	LIMITATION OF COST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	JUN 1997	PROMPT PAYMENT
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION
52.233-1	DEC 1998	DISPUTES ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	OCT 1995	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES--FIXED-PRICE ALTERNATE I (APR 1984)
52.243-2	AUG 1987	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)
52.244-2	AUG 1998	SUBCONTRACTS ALTERNATE II (AUG 1998)

52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.244-6	OCT 1998	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.247-67	JUN 1997	SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT
52.249-2	SEP 1996	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
52.249-6	SEP 1996	TERMINATION (COST-REIMBURSEMENT)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.252-4	APR 1984	ALTERATIONS IN CONTRACT
52.252-6	APR 1984	AUTHORIZED DEVIATIONS IN CLAUSES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I.2 PAYMENT FOR OVERTIME PREMIUMS (FAR 52.222-2) (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

I.3 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (FAR 52.245-5) (AUG 1996) DEVIATION

(a) *Government-furnished property.* (1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if

any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) *Changes in Government-furnished property.* (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) *Title.* (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property for use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its

identity as personal property by being attached to any real property.

(d) *Use of Government property.* The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) *Property administration.* (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation Subpart 45.5, as in effect on the date of this contract, and which is hereby incorporated into this contract by reference.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) *Access.* The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) *Limited Risk of loss.*

(1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of

such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3) (i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed

for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

(i) The lost, destroyed, or damaged Government property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and

the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) *Equitable adjustment.* When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) *Final accounting and disposition of Government property.* Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) *Abandonment and restoration of Contractor premises.* Unless otherwise provided herein, the Government--

- (1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) *Communications*. All communications under this clause shall be in writing.

(l) *Overseas contracts*. If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

I.4 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/Library>

[Insert one or more Internet addresses]

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**SECTION J - LIST OF ATTACHMENTS****J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)**

<u>ATTACHMENT</u>	<u>TITLE</u>	<u>PAGES</u>
		36
1	Statement of Work for Region 5 Regional Oversight Contract at Federal Facilities	
2	ROC Reports Statement of Work	57
3	ROC Site Specific Invoicing Instructions	6
4	ROC Invoice Preparation Instructions	8
5	ROC Minimum Standards for EPA Contractor's Conflict of Interest Plan	4
6	ROC Past Performance Questionnaire	6
7	ROC Client Authorization Letter	1
8	ROC Instructions for Annual Allocation Of Non-Site Specific Costs	39

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.203-11	APR 1991	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

K.2 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(f) *Common parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[] Name and TIN of common parent:

Name_____

TIN_____

K.3 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (FAR 52.204-5) (MAY 1999)

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it [] is, [] is not a women-owned business concern.

K.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal

agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K.5 ANNUAL REPRESENTATIONS AND CERTIFICATIONS--NEGOTIATION (FAR 52.215-7)
(OCT 1997)**

The offeror has [check the appropriate block]:

G (a) Submitted to the contracting office issuing this solicitation, annual representations and certifications dated _____ [insert date of signature on submission] that are incorporated herein by reference, and are current, accurate, and complete as of the date of this proposal, except as follows [insert changes that affect only this proposal; if "none," so state]:

G (b) Enclosed its annual representations and certifications.

**K.6 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (OCT 2000)
ALTERNATE I (OCT 2000) DEVIATION**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 562910, Environmental Remediation Services.

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.* (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(6) *[Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which

is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.* (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.7 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (FAR 52.219-19) (OCT 2000)

(a) *Definition.* "Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification system (NAICS) code assigned to a contracting opportunity.

(b) *[Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.]* The Offeror [] is, [] is not an emerging small business.

(c) *[Complete only if the Offeror is a small business or an emerging small business, indicating its size range.]* Offeror's number of employees for the past 12 months *[check this column if size standard stated in solicitation is expressed in terms of number of employees]* or Offeror's average annual gross revenue for the last 3 fiscal years *[check this column if size standard stated in solicitation is expressed in terms of annual receipts]*. *[Check one of the following.]*

No. of Employees

Avg. Annual Gross Revenue

_____ 50 or fewer	_____ \$1 million or less
_____ 51 - 100	_____ \$1,000,001 - \$2 million
_____ 101 - 250	_____ \$2,000,001 - \$3.5 million
_____ 251 - 500	_____ \$3,500,001 - \$5 million
_____ 501 - 750	_____ \$5,000,001 - \$10 million
_____ 751 - 1,000	_____ \$10,000,001 - \$17 million
_____ Over 1,000	_____ Over \$17 million

K.8 SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1999)

(a) *General.* This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) *Representations.*(1) *General.* The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [] *For Joint Ventures.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint*

venture: _____.]

(c) *Penalties and Remedies.* Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.9 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

K.10 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)

The offeror represents that--

(a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports,

signed by proposed subcontractors, will be obtained before subcontract awards.

K.11 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that--

(a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
 (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.12 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding

North American Industry Classification System (NAICS) sectors 31 through 33;
or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.13 BUSINESS OWNERSHIP REPRESENTATION (EPAAR 1552.204-70) (JAN 2001)

The successful awardee should check one or more of the categories below that represents its business ownership and return this information to the contracting officer within ten (10) calendar days after award. Completion of this clause by the successful awardee is voluntary.

"Ownership," as used in this clause, means: (a) At least 51 percent of the concern is owned by one or more individuals from a category listed below; or, in the case of any publicly owned business, at least 51 percent of the stock of the concern is owned by one or more such individuals; and (b) The management and daily business operations of the concern are controlled by one or more such individuals.

Ethnicity

- ☐ Hispanic or Latino.
- ☐ Not Hispanic or Latino.

Race

- ☐ American Indian, Eskimo, or Aleut.
- ☐ Asian or Pacific Islander.
- ☐ Black or African American.
- ☐ White.

K.14 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72) (APR 1984)

The offeror ☐ is ☐ is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See Section L of the solicitation for further information.)

K.15 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)

- (a) Section 6041 of Title 26 of the U.S. Code requires EPA to file Internal

Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of Title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with Section 6041 of Title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line.

.....

K.16 SIGNATURE BLOCK (EP 52.299-900) (APR 1984)

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature:_____

Title :_____

Date :_____

**K.17 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS (EP-S 99-1)
(FEB 1999) DEVIATION**

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e. the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has[], has not [] submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed. (31 U.S.C. 1354)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.204-6	SEP 1999	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
52.215-5	OCT 1997	FACSIMILE PROPOSALS
52.215-16	OCT 1997	FACILITIES CAPITAL COST OF MONEY
52.215-20	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA
52.222-24	FEB 1999	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION
52.237-1	APR 1984	SITE VISIT
52.252-3	APR 1984	ALTERATIONS IN SOLICITATION
1552.209-70	APR 1984	ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION
1552.233-70	JUL 1999	NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS
1552.235-73	APR 1996	ACCESS TO FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION
1552.235-75	APR 1996	ACCESS TO TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION
1552.246-71	APR 1984	QUALITY ASSURANCE (QA) PROJECT PLAN

L.2 INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION (FAR 52.215-1) (FEB 2000)

(a) *Definitions.* As used in this provision- Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing or written means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.* (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (I) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(I) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show-

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.* (i) Offerors are responsible for submitting proposals, and any modifications or revisions so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time

before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of-or in connection with-the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the

restriction on the title page of this proposal.

(f) *Contract award.* (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L.3 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984) DEVIATION

The Government contemplates award of a Cost-Plus Fixed Fee contract resulting from this solicitation.

L.4 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FAR 52.222-46) (FEB 1993)

(a) Recompetition of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet

mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

L.5 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Marshall D. McReynolds

Hand-Carried Address:

U.S. EPA Region V
77 West Jackson Blvd
Chicago, IL 60604

Mailing Address:

U.S. EPA Region V
77 West Jackson Blvd
Chicago, IL 60604

Internet E-mail Address: mcreynolds.marshall@epa.gov

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.6 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB

1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting [*64929] the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

[Insert one or more Internet addresses]

**L.7 PROPOSED CONTRACT START DATE--LEVEL OF EFFORT CONTRACT (EP 52.212-180)
(AUG 1984)**

For proposal preparation purposes, offerors may assume a contract start date of October 1, 2001. The offeror may also assume the required effort will be uniformly incurred throughout each contract period.

L.8 PAST PERFORMANCE INFORMATION (EPAAR 1552.215-75) (OCT 2000)

(a) Offerors shall submit the information requested below as part of their proposal for both the offeror and any proposed subcontractors for subcontracts expected to exceed \$500,000. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.

(b) Offerors shall submit a list of all or at least 10 contracts and subcontracts completed in the last 5 years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement.

(1) The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses, which are of similar scope, magnitude, relevance, and complexity to the requirement which is described in the RFP. Include the following information for each contract and subcontract listed:

- (a) Name of contracting activity.
- (b) Contract number.
- (c) Contract title.
- (d) Contract type.
- (e) Brief description of contract or subcontract and relevance to this requirement.

- (f) Total contract value.
- (g) Period of performance.
- (h) Contracting officer, telephone number, and E-mail address (if available).
- (i) Program manager/project officer, telephone number, and E-mail address (if available).
- (j) Administrative Contracting officer, if different from (h)above, telephone number, and E-mail address (if available).
- (k) List of subcontractors (if applicable).
- (l) Compliance with subcontracting plan goals for small disadvantaged business concerns, monetary targets for small disadvantaged business participation, and the notifications submitted under FAR 19.1202-4 (b), if applicable.

(c) Offerors should not provide general information on their performance on the identified contracts and subcontracts. General performance information will be obtained from the references.

(1) Offerors may provide information on problems encountered and corrective actions taken on the identified contracts and subcontracts.

(2) References that may be contacted by the Government include the contracting officer, program manager/project officer, or the administrative contracting officer identified above.

(3) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider the information provided by the references, and may also consider information obtained from other sources, when evaluating an offeror's past performance.

(4) Attempts to obtain responses from references will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation. The Government is not obligated to contact all of the references identified by the offeror.

(d) If negative feedback is received from an offeror's reference, the Government will compare the negative response to the responses from the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information. The offeror will be given the opportunity to address adverse past performance information obtained from references on which the offeror has not had a previous opportunity to comment, if that information makes a difference in the Government's decision to include the offeror in or exclude the offeror from the competitive range. Any past performance deficiency or significant weakness will be discussed with offerors in the competitive range during discussions.

(e) Offerors must send Client Authorization Letters (see Section J of the

solicitation) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation. Offerors are encouraged to consolidate requests whenever possible (i.e., if the same reference has several contracts, send that reference a single notice citing all applicable contracts). Offerors may send Client Authorization Letters electronically to references with copies forwarded to the contracting officer.

(1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant past performance history.

(2) Client Authorization Letters should be mailed or E-mailed to individual references no later than five (5) working days after proposal submission. The offeror should forward a copy of the Client Authorization Letter to the contracting officer simultaneously with mailing to references.

(f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(g) Past performance information will be used for both responsibility determinations and as an evaluation factor for award. The Past Performance Questionnaire identified in section J will be used to collect information on an offeror's performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, relevance, and complexity to this requirement in order to evaluate offerors consistent with the past performance evaluation factor set forth in section M. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

(h) Any information collected concerning an offeror's past performance will be maintained in the official contract file.

(i) In accordance with FAR 15.305 (a) (2) (iv), offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

L.9 TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)

Offerors must submit all technical questions concerning this solicitation in writing to the contract specialist. EPA must receive the questions no later than 20 calendar days after the date of this solicitation. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

**L.10 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT
(EP 52.215-115) (MAR 1989)**

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

**L.11 IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100)
(FEB 1991)**

This procurement is being processed as follows:

(a) Type of set-aside: Small Business

Percent of the set-aside: 100%

(b) 8(a) Program: Not Applicable

L.12 ROC MINIMUM STANDARDS FOR EPA CONTRACTORS' CONFLICT OF INTEREST PLANS

1. PURPOSE

The Environmental Protection Agency (EPA) has identified a need to avoid, neutralize, or mitigate actual and potential contractor conflicts of interest (COI). In order to avoid, neutralize, or mitigate conflicts, contractors are required to have a COI plan for identifying and reporting actual and potential COI. The purpose of this document is to set forth the minimum standards for a contractor's COI plan.

2. COI PLAN

The contractor's COI Plan is a document which describes the procedures a

company uses to identify and report COI. Generally, a contractor's corporate COI plan will describe how a company, in its entirety, addresses conflicts, and will not be contract or program specific. The plan may also describe the options a company will consider proposing to avoid, neutralize, or mitigate a COI whenever a conflict is identified. The plan will be evaluated and approved* by the applicable EPA Contracting Officer (CO) if the COI Plan meets the EPA's minimum requirements for detecting and reporting conflicts of interest. Contractors' COI Plans should be identified by a version number and date, as appropriate. In addition, when applicable, please also identify the version number and date of any previously submitted COI Plans to the Agency, to whom (name, title, and phone number) the COI Plan was submitted, what the solicitation(s)/contract(s) numbers were, and if and when the COI Plan was approved.

* COs may accept another CO's prior approval of the same version of a contractor's COI Plan when appropriate. COs however, are not required to accept another CO's decision if the CO performs his/her own independent evaluation.

3. MINIMUM STANDARDS FOR CONTRACTORS' COI PLANS

A. Corporate Structure

The COI Plan shall describe any parent relationship and list all affiliates, subsidiaries, and sister companies, etc. Generally, this need not exceed three corporate tiers, unless a relationship exists beyond three tiers that would potentially create a conflict. In such a case, relationships beyond three tiers should also be included in the COI Plan. Contractors should report changes in its' corporate structure to the Agency throughout contract performance.

Contractors are invited to include under this section, a company profile. The profile should discuss all pertinent information relevant to COI including a summary of a contractor's primary and/or environmental business functions and activities. This background information will potentially be very useful to contracting officers and the Agency when evaluating whether or not a contractor has a COI.

B. Searching and Identifying COI

The COI Plan shall include a requirement describing when a COI search must be performed by company personnel and clearly identify the procedures to be followed. The searching requirement shall encompass all work related to all clients for whom work was performed over the past three years, all current work, all sites (if applicable), and any future work reflected in marketing proposals. Contractors must search their records over the past 36 months from time of receipt of the work

from EPA. However, EPA encourages contractors to search back as far as a company's records cover.

C. Data Base

The COI Plan shall require a data base that includes all necessary information for a contractor to review its past work (at a minimum over the past 36 months), work in progress, and work the company may be pursuing under any marketing proposals. This requirement does not establish any particular type or kind of retrieval system, however, the data base shall contain, at a minimum, the following information and capabilities.

- (1) a list of the company's past and public clients;
- (2) a description of the type(s) of work that was performed and any other pertinent information;
- (3) a list of the past sites (when applicable) a contractor has worked on;
- (4) a list of site name(s) (when applicable) related to any work performed; and
- (5) the ability to search and retrieve the information in the data base.

If applicable, the COI Plan shall include provisions for supplemental searches of a parents, affiliates, subsidiaries, or sister company's records. The COI Plan shall also describe any cross-checks used by the company when searching COI issues.

D. Personal Certification

At a minimum, the COI Plan shall require ALL employees of the company performing work under an EPA Superfund and/or Non-Superfund contract, including work on a site, work relating to a site, or work pertaining to a CERCLA/RCRA action or work that may endanger a CERCLA enforcement action, to sign a personal certification. It should be noted however, that it is the preference of the Agency that ALL employees of the company be required to sign such a certification rather than only those employees working under an EPA contract. The certification shall require at a minimum, that the individual agrees to report to the proper company authority any personal COI the individual may have on any work that may result in an actual or potential COI. The certification shall also state the individual has read and understands the company's COI Plan and procedures. The employee certifications shall be retained by the company.

E. Work Assignment (WA), Technical Direction Document (TDD), or Delivery Order (DO) Notification and Certification

The COI Plan shall describe the process the company requires for notifying the Agency prior to beginning work, and for submission of its' WA/TDD/DO certification within 20 days of receipt of the work from EPA.

NOTE: WA/TDD/DO certifications are NOT required if the contract contains an annual certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for WA/TDD/DO certifications.

F. Annual Certification

The COI Plan shall describe the process the company requires for submission of its annual certification.

NOTE: Annual certification is NOT required if the contract contains a WA/TDD/DO certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for annual certifications.

G. Notification and Documentation

The COI Plan shall clearly delineate who is the responsible official for making COI determinations within the company. Generally, this would be someone at a middle to upper level of management. The responsible official shall be free of any personal conflicts for the purpose of making COI determinations, e.g., a program manager who receives bonuses based on the total amount of sales may not be free of conflicts.

The plan shall clearly identify the process that is required when notifying the EPA of any actual or potential COI and the actions that the company has taken or will take to avoid, neutralize or mitigate the conflict. In addition, a contractor shall document all COI searches related to EPA work, whether or NOT an actual or potential COI has been identified.

H. Training

The COI Plan shall require all employees of the company to receive basic COI training, and that each employee receive COI awareness training, at least, on an annual basis. The company's COI Plan shall be available for all employees to review. Annual awareness training shall include, at a minimum, a review of the certification language and any changes that may have occurred in the company's COI Plan. In addition, companies are encouraged to routinely disseminate to their employees current COI information.

I. Subcontractor's COI Plans

The COI Plan shall describe the process and mechanism by which the company will monitor its subcontractors to ensure all subcontractors are complying with the COI provisions in their contracts. It is important that subcontractors identify and report COI as well as submit Limitation of Future Contracting (LOFC) requests for approval.

L.13 MINIMUM STANDARDS FOR CONFIDENTIAL BUSINESS INFORMATION PLANS

At a minimum, the offeror's Confidential Business Information (CBI) Plan must address the following:

(a) The procedures for identifying and submitting sources of information that are collected from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction.

(b) The procedures for identifying and submitting sources of information that are collected from a State or local Government or Federal Agency.

(c) The procedures for collecting information directly from a business or from a source that represents a business or businesses, such as a trade association.

(d) The procedures for keeping all information collected from nonpublic sources confidential.

(e) The procedures for obtaining the written consent of the Contracting Officer, after obtaining a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information, to include ensuring that the Section H Clauses titled, SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70)(APR 1984), and TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71)(APR 1984) are included in all subcontracts requiring the subcontractor to collect information.

(f) Reference Section H, SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY, for additional guidance on subparagraphs (a) through (e) above.

(g) Its procedures for ensuring that CBI disclosed by the Agency in order to carry out work under this contract is (1) used only for the purposes of carrying out the work required by the contract, (2) not disclosed to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Information Law; and (3) returned to the Project Officer or designee whenever the information is no longer required for

performance of the work required by the contract, or upon completion of the contract.

(h) Its procedures for obtaining written agreements from each of its employees who will have access to the information before the employee is allowed access.

(i) Its procedures for ensuring that it does not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(j) Its procedures for obtaining the written consent of the Contracting Officer, after receiving a written determination from the appropriate EPA program office, prior to entering into any subcontract that will involve the disclosure of CBI to the subcontractor and for ensuring that H Clause, TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION is included in any subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(k) Reference Section H clause, TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION, for additional guidance on subparagraphs (g) through (j) above.

L.14 QUALITY MANAGEMENT PLAN

The contractor must provide a Quality Management Plan (PLAN) for submission with its proposal. The Plan must be in accordance with the format and content listed in Paragraph G.1 of the Statement of Work, titled, **Sampling/Analytical Support Services**.

L.15 MINIMUM STANDARDS FOR HEALTH AND SAFETY PROGRAM PLAN

The contractor must design their written health and safety program plan to identify, evaluate, and control health and safety hazards and provide for emergency response and hazardous waste operations. At a minimum, safety and health programs developed and implemented to meet other federal, state, and/or local regulations are considered acceptable in meeting this requirement if they are modified to address the following subjects for hazardous waste operations and oversight:

- An organizational structure.
- A comprehensive work plan.
- The health and safety program.
- The medical surveillance program.
- Standard operating procedures for safety and health.
- Any necessary interface between general program and site-specific activities.

Offerors must refer to OSHA regulations, Standard 1910.120, *Hazardous waste operations and emergency response, Subpart H, Subpart Title: Hazardous Materials*, for additional guidance on written health and safety program plans (<http://www.osha.gov>).

L.16 ADDITIONAL PROPOSAL SUBMISSION INSTRUCTIONS

a. General Instructions

These instructions are in addition to the applicable requirements and clauses set forth in the Federal Acquisition Regulation regarding proposal submission and late proposals. Please note that there are distinct addresses designated for proposal submission on the SF 33. Block 7 designates the location specified for delivery of hand carried/courier/overnight delivery service proposals while Block 8 indicates the address specified for receipt of proposals sent by U.S. Mail. Offerors are responsible for ensuring that their bids/proposals (and any amendments, modifications, withdrawals, or revisions thereto) are submitted so as to reach the Government office designated on the SF 33 prior to the designated date and time established for receipt. Offerors are also responsible for allowing sufficient time for the proposal to be processed through EPA's internal mail distribution system described below so as to reach the designated location for proposal receipt on time. Failure to timely deliver a proposal to the EPA Region 5 Acquisition Section on the 10th Floor of the Ralph Metcalfe Federal Building, which is the location designated for proposal receipt in blocks 7 and 8 of the SF 33, will render the proposal "late" in accordance with FAR 15.208 and disposition of the proposal will be handled in accordance with FAR 15.208 and 52.215-1. Offerors are cautioned that receipt of a proposal by the Agency's mail room or other central receiving facility does not constitute receipt by the office designated in the solicitation.

b. U.S. Mail Delivery-SF 33 Block 8

Block 8 on the SF 33 indicates that bids/proposals sent by U.S. Mail must be timely received by the EPA Region 5 Acquisition Section on the 10th Floor of the Ralph Metcalfe Federal Building (METCALFE BUILDING), Mail Code MCC-10J. Because EPA adheres to a centralized mail delivery system, any proposal submitted via U.S. Mail to the address specified in block 8 of the SF 33 is initially routed to EPA's mail handling facility in the Metcalfe Building, and then subsequently routed to the Acquisition Section located on the 10th floor.

The Acquisition Section, located on the 10th floor Metcalfe Building, is not co-located with the mail handling facility. Proposals sent by U.S. Mail, therefore, will not be considered "received" until such time as they are physically delivered via EPA's mail distribution system to the Acquisition Section on the 10th Floor of the Metcalfe Building. Offerors electing to

utilize the U.S. Mail for proposal delivery should therefore allow sufficient time prior to the designated time and date for bid/proposal receipt as specified in Block 9 of the SF 33 to allow for the internal routing of their bid/proposal to the Acquisition Section.

All bids/proposals submitted other than by U.S. Mail should utilize the Hand Carried/Courier/Overnight Delivery Service address specified in Block 7 of the SF 33.

c. Hand Carried/Courier Delivery- SF 33 Block 7

Region 5's Acquisition Section, the designated place for receipt of hand delivered proposals is located on the 10th floor of the Ralph Metcalfe Federal Building, 77 W. Jackson Blvd., Chicago, IL. The hours of operation are 8:00AM - 4:30PM weekdays, except Federal holidays. Because this is a secure area, EPA offerors/contractors and/or their couriers/delivery personnel must check in at the EPA visitor guard desk, then check in at the receptionist desk located on the 10th floor. Proposals not properly addressed will be collected by the receptionist, and routed to the Acquisition Section through EPA's internal mail distribution system, which will delay receipt of the proposal in the Acquisition Section.

d. Overnight Delivery Services- SF 33 Block 7

Proposal deliveries via overnight delivery services (e.g., Federal Express, Airborne Express) must utilize the address specified in block 7 of the SF 33. Due to the large volume of overnight packages delivered to EPA at one time, all overnight delivery services deliver only to EPA's loading dock at the Metcalfe Building, and not directly to the Acquisition Section designated for receipt of proposals in block 7 of the SF 33. From the dock, packages are routed to EPA's mail room in the Metcalfe Building for internal distribution, including distribution to the Acquisition Section. It is important to recognize that regardless of whether the Acquisition Section is noted on the address label as required by block 7 of the SF 33, overnight delivery service packages are NOT regularly delivered directly Acquisition Section. Because proposals must be physically received at the Acquisition Section to be considered officially received, offerors should not rely upon guaranteed delivery times from overnight delivery services as guarantees that their proposals will be officially received on time. Offerors remain responsible for the timely delivery of their proposals to the Acquisition Section.

e. Proposal Submission Labels

Your labels must ensure that the following information is clearly indicated on the outside wrapper of all packages containing bids/proposals.

For US MAIL:

United States Environmental Protection Agency
 Region 5
 Acquisition Section, Mail Code MCC-10J
 77 West Jackson Boulevard
 Chicago, IL 60604

Specified Date and Time for Receipt of Bids/Proposals: Date Time
 Solicitation Number: _____
 Offeror's Name and Address: _____

For Other Than US MAIL

U.S. Environmental Protection Agency
 Region 5
 Acquisition Section, Mail Code 3802R
 Ralph Metcalfe Federal Building, 10th
 77 West Jackson Boulevard
 Chicago, IL 60604

Specified Date and Time for Receipt of Proposals: Date Time
 Solicitation Number: _____
 Offeror's Name and Address: _____

L.17 ADDITIONAL INSTRUCTIONS FOR DISCLOSURE STATEMENT FOR ORGANIZATIONAL CONFLICTS OF INTEREST

If an offeror submits a disclosure statement in accordance with the COI notification provisions found in Section L clause, ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70) (APR 1984), the offeror's disclosure statement must include the following information.

(a)Because of the extremely sensitive nature of oversight support services under the statement of work, EPA considers an offeror (the prime contractor) to have significant potential for COI if that offeror currently holds a prime contract or subcontract to provide CERCLA site assessment, removal, or remedial work or any related services or RCRA corrective action services at a Federal facility anywhere in the U.S. for any Federal agency or department other than EPA.

The offeror must identify any contractual relationships it has to provide any such CERCLA or RCRA services at a Federal facility for any Federal agency or department other than EPA, and either propose how the existing COI situation will be avoided or mitigated prior to contract award or demonstrate why the relationship does not pose a COI.

The offeror must also identify any contractual relationships its team

subcontractor(s), if any, currently has to provide any such CERCLA or RCRA services at a Federal facility for any Federal agency or department other than EPA, and either propose how the existing COI situation will be avoided or mitigated prior to contract award or demonstrate why the relationship does not pose a COI.

(b) If the contractor is aware of or has reason to believe that there exists an actual or potential organizational conflict of interest created by the contractor's related organizations, it must identify and address them in their disclosure statement. The disclosure statement must include:

- C all current and proposed contracts the offeror (the prime contractor), including any first, second, or third-tier parent companies or subsidiaries or other companies in which the contractor has a significant financial interest, has with any Federal agency or department other than EPA.
- C All current and proposed contracts the offeror's team subcontractor(s), if any, including any first, second, or third-tier parent companies or subsidiaries or other companies in which the subcontractor has a significant financial interest, has with any Federal agency or department other than EPA.

(c) The offeror's attention is directed to Section H clause, LIMITATION OF FUTURE CONTRACTING REGIONAL OVERSIGHT CONTRACT (ROC). The offeror's team subcontractor(s) must identify in the proposal the Federal agencies and/or departments, if any, for which it will be available to perform ROC services due to current or potential future contractual obligations to provide CERCLA site assessment, removal, or remedial work or any related services or RCRA corrective action services.

This information will be used by the Contracting Officer to determine the eligibility of the offeror to receive an award under this procurement action. If it is determined that the potential for a conflict of interest exists, the offeror will be given an opportunity to provide additional information and propose measures to avoid, mitigate, or neutralize those potential conflicts. If the additional information or proposed measures to avoid, mitigate, or neutralize the potential conflict of interest is determined to be insufficient, an offeror may be found ineligible for contract award.

L.18 INSTRUCTIONS FOR PREPARATION OF PROPOSALS

The offeror must submit **Volume I - Pricing Proposal, Volume II - Business Proposal, Volume III - Past Performance Information, and Volume IV - Oral Presentation Information** prior to the date listed in block 9 of the (SF) 33.

(1) The Government warns the offeror that taking exception to any term or condition of the RFP (including submitting any alternate proposal that requires relaxation of a requirement) will make an offer unacceptable, and the offeror ineligible for award, unless the RFP expressly authorizes such an exception with regard to any term or condition.

(2) The Government will consider any exception to any term or condition of the RFP to be a deficiency, as defined in FAR 15.301, Definitions. If an offeror plans on taking an exception to a term or condition of the RFP, the offeror should consult with the Contracting Officer prior to submitting an offer,

(3) The Government reserves the right to conduct discussions with offerors after establishment of the competitive range as prescribed in FAR 15.306(d). The Government, if necessary, may permit offerors to revise their offers as prescribed in FAR 15.307, Proposal revisions. The Government also reserves the right to change any of the terms and conditions of the RFP by amendment at any time prior to contract award and to allow offerors to revise their offers accordingly, as authorized by FAR 15.206, Amending the solicitation.

The offeror must submit the following in writing to the contracting officer prior to the date listed in block 9 of the SF 33. an offer and past performance information in accordance with these instructions.

(a) **Volume I- Pricing Proposal.**

(1) The offeror must submit a pricing proposal. The government will evaluate the price proposal as part of the government's price analysis. The offeror must submit an original and three (3) copies of the following information in three-ring binders which are identified by the solicitation number and the words "**VOLUME I - PRICING PROPOSAL.**" Submission of "**VOLUME I - PRICING PROPOSAL**", will constitute the offeror's promise to comply with the terms and conditions of the RFP at the proposed prices.

(a) Standard Form 33, with Blocks 12 through 18 completed by the offeror;

(b) RFP Sections B through I, and complete contractor-required fill-ins of applicable clauses;

(c) RFP Section K, Certifications, Representations, and Other Statements, completed by the offeror and each team subcontractor;

(d) Cost and price information described in Provision L titled, Cost Proposal Instructions;

- (e) Copies of Collective Bargaining Agreements, if applicable;
- (f) A copy of the company's existing written payroll policy; and
- (g) A copy of its accounting policy with respect to the accounting for overtime premiums, as well as an example of the overtime rate calculation.

(b) **Volume II - Business Proposal.**

(1) The offeror must submit a Business Proposal. The government will evaluate the items in paragraphs (a) through (f) as acceptable or unacceptable. The offeror must submit an original and four (4) copies of the following information in three-ring binders which are identified by the solicitation number and the words "**VOLUME II - BUSINESS PROPOSAL.**"

(a) Confidential Business Information (CBI) Plan (reference Section L provision, MINIMUM STANDARDS FOR CONFIDENTIAL BUSINESS INFORMATION);

(b) Conflict of Interest Plan (reference Section L provision, ROC MINIMUM STANDARDS FOR EPA CONTRACTORS' CONFLICT OF INTEREST PLANS);

(c) Professional Employee Compensation Plan (reference the Section L provision, Evaluation of Compensation for Professional Employees);

(d) Quality Management Plan (reference Section L provision Quality Management Plan and Statement of Work, Section G.1);

(e) Quality Assurance Project Plan (reference Section L provision Quality Assurance (QA) Project Plan and Statement of Work, Section G.1);

(f) Minimum Standards for Health and Safety Plan (reference Section L provision entitled, Minimum Standards for Health and Safety Program Plan);

(g) Financial Information. The offeror must submit a current financial statement and a statement of profit and loss for the last completed fiscal year for the prime contractor and team subcontractors. The offeror must specify resources available to perform the contract without financial assistance from any outside sources. If sufficient financial resources are not available, submit information about the amount of assistance that would be required from outside sources (i.e., bank loans, letter or lines of credit; etc.). The offeror must submit the following information to the Government with their pricing and business proposals;

(h) Divisions/Subsidiaries/Parent/Affiliated Companies.

The offeror must submit the name(s) and location(s) of each affiliate if other divisions, subsidiaries, parent, or affiliated companies will perform work or furnish materials under any resultant contract. In addition, the offeror must provide its inter-company pricing policy. This information must be submitted for the prime contractor only;

(i) Letters of Intent for Prospective Team

Subcontractor(s). The offeror must submit letters of intent for each prospective team subcontractor. A Disclosure Statement or Certificate relating to Cost Accounting Standards must be attached to each letter of intent for each team subcontractor, if such data is required by other terms and conditions of the solicitation.

(c) **Volume III - Past Performance Information**

The offeror must submit past performance information in accordance with the Section L provision entitled PAST PERFORMANCE INFORMATION (EPAAR 1552.215-75)(OCT 2000). The EPA is requesting offerors to submit Past Performance Information **TWO WEEKS BEFORE DUE DATE FOR RECEIPT OF PROPOSALS**. This will enable the EPA to accelerate the evaluation process in order to meet and fulfill mission requirements. Non-compliance of the request will not deem an offeror as non-responsive, but receipt of an offeror's past performance information after the exact time specified for receipt of offers will render the entire offer late. The offeror must complete Section I of the Past Performance Questionnaire (Attachment 6) for each reference and include it as part of this submission. The offeror must submit an original and nine (9) copies of the following information in three-ring binders which are identified by the solicitation number and the words **VOLUME IV - PAST PERFORMANCE INFORMATION**.

(1) Client Authorization Letters. The offeror must submit ONE copy of each Client Authorization Letter (Attachment 7). These copies must be included in the binder containing the originals of the information requested above.

(2) Prime Contracts Performed by the Prime.

For each prime contract performed by the prime to be addressed in the offeror's oral presentation, the offeror must submit a Project Profile in accordance with the following described format. Each Project Profile should not exceed 300 words including the Project Profile words listed below.

(3) Site-Specific Project Performed by the Prime and/or Team Subcontractor(s)

For each site-specific project performed by the prime and/or team subcontractor(s), if any, to be addressed in the Offeror's oral presentation, the offeror must submit a Project Profile in accordance with the following described format. Each Project Profile should not exceed 300 words including the Project Profile words listed below.

Project Profile

Tracking number:	Project/contract title:
Project/contract number:	Relevant to which SOW task:
Start & Completion date:	Labor hour incurred:
Contract Type:	Cost:
Did firm perform as Prime or Team Subcontractor:	
Reference Name:	Telephone, fax & E-Mail numbers:
Reference Title:	Current Employer:

The project profile must list in chronological order the current phone numbers of ALL program and contractual personnel of the client and any prime or team subcontractors involved in the project that have a knowledge of the firms performance of the project cited.

For each project presented in the oral presentation, the offeror must send the Client Authorization letter (Attachment 7) to the client for which the work was performed. A copy of the letter must be attached to the project profile.

(d) Volume IV - Oral Presentation Information

Offerors must submit their oral presentation transparencies (See L Provision titled, Oral Presentations, for more information about the required oral presentations) clause and nine (9) sets of paper copies in three-ring binders to the Government with their offers. Double-sided copies of the transparencies must be provided. Offerors may not change their presentation transparencies after this submission. The Government will furnish the transparencies to the offeror's presenters immediately before the start of the presentation. The purpose of this restriction is to reassure offerors with regard to the integrity of the oral presentation process.

L.19 ORAL PRESENTATIONS

Introduction: Once the Government receives the information in Section L provision, Instructions for Preparation of Proposals, the government may schedule every offeror to:

Make an oral presentation, consisting of project/contract quality, responses to scenarios, a pop quiz/question and answer session, and if necessary, clarifications.

The offeror will make their presentation to the government evaluation team.

The sole purpose of the oral presentation is to test an offeror's understanding of the work that the Government will require under the prospective contract. **The oral presentation must not include any price, cost rates, or financial information.**

The government will conduct the oral presentation in accordance with FAR 15.102, Oral presentation. During the oral presentations, the government may have communications with the offeror, pursuant to FAR 15.306-(b).

Oral presentations will commence approximately two (2) weeks after the receipt of offers. The Contracting Officer will notify offerors of the scheduled date, time, and location of their presentation within one (1) week of the receipt of offers. The Government reserves the right to reschedule any offeror's presentation at the discretion of the Contracting Officer.

GROUND RULES

(1) **Presentation Time Limits.** The presentation limits are as follows:

9:00 AM - 10:15 AM	Project/Contract Quality
10:15 AM - 10:30 AM	Break
10:30 AM - 12:00 PM	Scenarios
12:00 PM - 12:15 AM	Break
12:15 PM - 12:45 PM	Pop Quiz/Question-Answer Session
12:45 PM - 1:00 PM	Clarifications

The offeror must comply with the strict time limitations imposed by the government. The government is limiting each offeror to one hour and fifteen minutes (1:15) to address project/contract quality (past experience) and one hour and thirty (1:30) minutes to address regional scenarios. The contracting officer will be responsible for tracking the time and will notify the speaker when five minutes are remaining. The government will not evaluate any information provided beyond these time limits. The total amount of presentation time (Project/Contract Quality, Scenarios, and Pop Quiz/Question-Answer Session and Clarifications) is three hours and thirty minutes (3:30).

(2) **Presentation Media.**

(a) Offers must use 8 and ½ inch by 11 inch overhead transparencies to provide visual support for their presentations. Full size copies of each transparency (one slide per 8 and ½ by 11 inch page) must be presented. The text must be black on a white background. Offerors may use other than black and white on graphical transparencies - e.g., bar charts or pie charts, etc. - when color is useful in conveying information. The Government will provide a transparency viewer. Offerors must mark transparencies in accordance with FAR 52.215-1, Instructions to Offers - Competitive Acquisition, Subparagraph (e), as appropriate.

(b) The text must conform to the following specifications:

- (1) Font: Times New Roman;
- (2) Size of heading font: 44 points;
- (3) Size of main text line font: 32 points;
- (4) Size of sub text line font: 28 points; and
- (5) Lines of text per transparency (i.e., number of bullets): no more than eight.

(c) The above specifications of font sizes do not apply to captions and annotations on graphical transparencies, information such as organizational charts, forms, spreadsheets, forms, maps, and sketches. The purpose of these specifications is to reduce emphasis on the appearance of the presentation, as opposed to its content, and to minimize the cost of the presentation media. Offerors may place their name and company logo on the transparencies. Offerors should not use meaningless design elements, such as lines, bars, swirls, etc., that may contribute to visual attractiveness but communicate no useful information.

(d) There is no limitation on the number of transparencies that an offeror may use. However, the Government will not consider the transparencies to be stand alone documents or evaluate the information on the transparencies except as visual aids to the presentation. When reviewing and evaluating oral presentations, the Government will not review any transparency that was not projected and addressed during the presentation. What the presenters say will take precedence over the information which appears on the transparencies. The production and use of an excessive number of transparencies may be detrimental to an offeror's interests.

(e) Video and Audio Taping. The Government will video and audio tape the presentations. The Government will provide the offeror with a copy of the video and audio tape of its own presentation at its request and at its own expense after contract award.

(3) PRIME AND/OR TEAM SUBCONTRACTOR EMPLOYEE PARTICIPATION.

(a) The presentation must be made by one or more of the personnel whom the offeror will employ to manage or supervise contract performance on a full time basis. The Contract Coordination Designee and Work Assignment Manager/Project Manager, who will have full time operational responsibility for contract performance, must be present to answer questions directed to the individual during the project/contract quality and pop quiz/question and answer session and clarifications.

(b) An offeror must send no more than six (6) persons to the presentation. This number must include no more than two (2), non-presenting company officials.

(4) TOPICS.

(a) **Project/Contract Quality.** The offeror is limited to one hour and fifteen (1:15) minutes to address project/contract quality (past experience).

(b) **Scenarios.** The time limit for presenting the two scenarios is one hour and thirty minutes (1:30).

(c) **Pop Quiz/Question and Answer Session.** The time limit for the pop quiz/question and answer session is 30 minutes. The offeror must be prepared to respond to questions about the scenarios presented during the oral presentation. The offeror will not be given a list of questions to be asked by the Government or allowed any time for preparation of responses to the Government's questions.

(d) **Clarification.** The government may require clarifications to: enhance the Government's understanding of a presentation; allow reasonable interpretation of the presentation; facilitate the Government's evaluation process; provide the offeror an opportunity to clarify the relevance of its corporate experience; or provide the offeror an opportunity to respond to adverse past performance information to which the offeror has not previously had an opportunity to respond.

The government will not use clarifications to cure proposal deficiencies or material omissions, materially alter the technical or cost elements of the proposal or otherwise revise the proposal.

ORAL PRESENTATION

(a) PROJECT/CONTRACT QUALITY

Each Project/Contract cited must be assigned a project tracking number starting with No. 1.

(a) (1) Prime contracts performed by the prime

The offeror's proposed Contract Coordination Designee, identified as Key Personnel in the cost proposal, must deliver an oral presentation, not to exceed 15 minutes, of specific quality information in the form of recent (within five (5) years) prime contracts performed by the prime contractor of similar size, scope and complexity for either commercial or Government clients which clearly demonstrate its ability to successfully perform and/or oversee RCRA compliance, CERCLA Assessment and Remedial Activities Support and submit data deliverables specified in the reports of work of the solicitation.

(a)(2) Site-specific projects performed by the prime and/or team subcontractor(s)

The offeror's proposed Contract Coordination Designee, identified as Key Personnel in the cost proposal, must deliver an oral presentation, not to exceed 60 minutes, of specific quality information in the form of recent site specific projects (within five (5) years) performed by the prime and/or team subcontractor (s), if any, of similar size, scope and complexity for either commercial or Government clients which clearly demonstrate the offeror's ability to successfully perform the following specific ROC Statement of Work (SOW) tasks:

(a)(2)(i) CERCLA Assessment Support (SOW Section B)**(a) (2) (ii) Remedial Activities Support (SOW Section C)****(b) RESPONSES TO SCENARIOS**

The government intends to award upon initial proposals. If the government, nevertheless, decides to conduct discussions after establishing a competitive range, the responses to the scenarios will not be subject to discussions or to revisions following discussions.

The offeror's key technical personnel identified in the cost proposal, must deliver an oral response to the scenarios described below, not to exceed 45 minutes for each scenario. Each response must demonstrate the offeror's understanding of the work and ability to perform the contract.

(b) (1) Scenario A

The offeror's key technical personnel must deliver an oral response to the scenario described below, not to exceed **45 minutes**. The response must demonstrate the offeror's understanding of the work and ability to perform the contract.

Situation

The U.S. Department of Energy (DOE-GDP), the Ohio Environmental Protection Agency (OEPA) and the U.S. Environmental Protection Agency (U.S. EPA-R5) are in the process of developing a sampling project at a gaseous diffusion plant (GDP). The GDP facility consists of operating process buildings, support buildings, utilities, waste disposal (closed and active) and storage areas. The GDP is currently undergoing CERCLA remedial action to address disposal unit closure, decontamination and dismantlement of some buildings, management of legacy wastes, reduce groundwater plumes and restrict the off-site migration of contaminants via groundwater and soil pathways.

The objective of the sampling project is to collect soil, sediment and groundwater samples and produce environmental data for two purposes: 1) support or enhance data contained in previous remedial investigation reports; and 2) provide data for a current worker risk assessment and an ecological risk assessment. All samples collected will be handled as mixed waste samples where anticipated constituents may include PCBs, TCE, various metals, Tc-99 and transuranics. U.S. DOE-GDP has a budget to collect and analyze approximately 450 samples, where a certain portion of the samples will be split by both U.S. DOE Headquarters and U.S. EPA-R5. There are concerns that sampling results may not be comparable due to variations in analysis techniques and that analysis performed by U.S. DOE-GDP may not provide lower limits of detection sufficient to support the current worker risk assessment.

U.S. EPA is collecting split samples to assess the integrity of U.S. DOE-GDP efforts, not duplicate U.S. DOE-GDP's work or provide data back to U.S. DOE-GDP for their use. U.S. EPA also has an interest in verifying that there are no contaminant releases from the GDP that have not yet been discovered or addressed. U.S. DOE-GDP has provided U.S. EPA-R5 and OEPA a draft sampling project plan for review and comment. Meetings are anticipated to discuss the plan and reach consensus on sampling locations.

Task

The ROC contractor will support U.S. EPA-R5 oversight of U.S. DOE-GDP for this sampling project and subsequent reports and findings. The ROC contractor will be asked to review the sampling plan and help develop recommendations for identifying sampling locations, analysis techniques, oversight of U.S. DOE-GDP, and/or audit of U.S. DOE-GDP methods and results. The ROC contractor will be asked to work with U.S. DOE-GDP and collect, prepare and ship split samples to the analysis lab that U.S. EPA-R5 will use, as well as work with the analysis lab to ensure that the proper methods and procedures for collection, preparation and shipment of mixed waste samples are in place and followed.

The ROC contractor will be asked to review the analysis results and report whether there should be concerns about the integrity of the U.S. DOE-GDP sampling effort, concerns about the potential for off-site contaminant migration, or concerns about the actual results reported. The ROC contractor

will be asked to review subsequent worker and ecological risk assessments and comment on the technical merit of the findings and conclusions.

The offeror's key technical personnel must make an oral presentation, not to exceed 45 minutes. The oral presentation must discuss the following issues:

1. The key concerns in reviewing a sampling plan developing Data Quality Objectives and selecting appropriate sample locations and analysis methods for soil, sediment and groundwater samples.
2. The key concerns to ensure that data collected will: 1) support current worker and ecological risk assessments; 2) verify whether there should be a concern about contaminant releases from the site; 3) meet the project Data Quality Objectives and conform to EPA's QA/QC/data validation requirements.
3. The key concerns regarding the comparability of analysis data amongst U.S. DOE-GDP and the splits collected by U.S. DOE-Headquarters and U.S. EPA-R5.
4. The process for selecting a lab to perform mixed waste analysis of U.S. EPA-R5 split samples, and collecting and shipping those samples to that lab. High consideration should be given to minimizing the analysis cost incurred by the Region 5 Superfund Program.

(b) (2) Scenario B

The offeror's key technical personnel must deliver an oral response to the scenario described below, not to exceed **45 minutes**. The response must demonstrate the offeror's understanding of the work and ability to perform the contract.

Situation

The United States Army Corps of Engineers (USACE) and the United States Environmental Protection Agency - Region 5 (U.S. EPA-R5) are conducting a Treatability study at a former salvage disposal facility, pursuant to an Administrative Order by Consent. The 100 acre facility operated from the late 1960s until 1979 and accepted large numbers of transformers, which were brought to the site for salvage. Metals from electrical equipment were smelted on site in a small furnace, and oils reclaimed from transformers reportedly provided fuel for the furnace. These activities resulted in widespread PCB contamination in soils at the site and in adjacent off-site areas.

Samples collected on-site indicate PCB contamination ranging from 180 to 74,000 ppm in soil. The risks calculated for a trespasser and an industrial worker based upon PCB contamination in soil were 2×10^{-4} and 5×10^{-4} respectively. The Hazard Indices were 12 and 18 for the two scenarios. A

soil sample collected from one location on-site also failed the TCLP test for lead. Some military ordnance has also been found at the site.

The groundwater aquifer below the site is classified as a Class II aquifer. It is not currently being used to supply drinking water to area residents, but could serve as a potential drinking water source in the future. Several volatile organic compounds have been detected in the aquifer at depth below the site. Some of these compounds are present in concentrations above the Maximum Contaminant Level (MCL) drinking water standards. In addition, hexavalent chromium was detected in the groundwater at one location on-site at a level which exceeds the drinking water standard.

After considering several treatment options, U.S. EPA and the USACE have decided to focus on excavation of PCB contaminated soils for off-site disposal, including some RCRA regulated soil contaminated with lead above TCLP standards, and Monitored Natural Attenuation (MNA) for the groundwater plume. The USACE has agreed to gather whatever information is necessary to make a determination that MNA is an appropriate remedy consideration for the site.

This site also has known unexploded ordnance (UXO) on 10 acres. During the UXO subsurface removal, a total of 36,000 mortar rounds were cleared. The 36,000 mortar rounds included 20,000 60mm shells, 10,000 50mm shells and 6,000 81mm subcal rounds (OE scrap). 10,000 UXOs were considered to contain high explosives (HE) and 26,000 UXOs were found to be inert.

Task

The ROC contractor will support U.S. EPA-R5 oversight of the USACE for this treatability study and subsequent reports and findings. The ROC contractor will be asked to review the study and its findings and help develop recommendations for identifying sampling parameters and locations, analysis techniques, oversight of the USACE, and/or audit of the USACE methods and results.

The ROC contractor will be asked to review the study results and report whether they agree with the findings and conclusions, and whether the appropriate guidance was followed. The ROC contractor will evaluate the sample results and make a determination with respect to the potential for off-site contaminant migration. The ROC contractor will also review preliminary proposals for excavation of PCB contaminated soils and the installation of groundwater monitoring wells to insure that the remedy is protective of human health and the environment.

The offeror's key technical personnel must make an oral presentation, not to exceed 45 minutes. The oral presentation must discuss the following issues:

- (g) The key concerns in reviewing a treatability study with respect to the factors involved in selecting and screening a list of remedy alternatives.

- (h) The key factors in evaluating the potential success of a Monitored Natural Attenuation remedy, including sample parameters, hydrogeological and chemical parameters, locations, analysis techniques, and relevant guidance.
- (i) The key concerns involved in establishing an excavation plan for a site with known unexploded ordnance (UXO) contamination, including safety issues, proper authorities, disposal, and excavation planning issues.
- (j) The key concerns associated with the excavation of PCB contaminated soil, including possible migration, treatment, and disposal of PCB soil and/or soil potentially contaminated with a RCRA/TSCA mixed waste (TCLP lead).

(c) POP QUIZ/QUESTION AND ANSWER SESSION.

The offeror must be prepared to respond to questions about the scenarios presented during the oral presentation. The government will not give the offeror a list of questions asked during the scenarios. The government will not allow the contractor any time for the preparation of responses to the government's questions.

The government intends to award upon initial proposals. If the government, nevertheless, decides to conduct discussions after establishing a competitive range, the answers to the pop quiz will not be subject to discussions or to revisions following discussions.

(d) CLARIFICATION.

The government may require clarifications to:

- Enhance the Government's understanding of a presentation;
- Allow reasonable interpretation of the presentation;
- Facilitate the Government's evaluation process;
- Provide the offeror an opportunity to clarify the relevance of its corporate experience; or,
- Provide the offeror an opportunity to respond to adverse past performance information to which the offeror has not previously had an opportunity to respond.

The government will not use clarifications to cure proposal deficiencies or material omissions, materially alter the technical or cost elements of the proposal or otherwise revise the proposal.

L.20 COST PROPOSAL INSTRUCTIONS**(a) Cost or Price Information**

The offeror must direct their attention to Section L Provisions, Instructions for Preparation of Proposals (Paragraph (b)), and subject clause, for information regarding the submission of their pricing proposal, and Section H clause entitled, RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION.

Pursuant to Section L provision, Instructions for Preparation of Proposals, you must submit your cost or price information in **Volume I Pricing Proposal**. Price proposal information must include a cover letter from your firm indicating, that your proposal is its official offer to the government. And official authorized to bind your firm must sign the letter.

The price proposal must be considered firm for a period of not less than 180 calendar days from the due date of the solicitation. The offeror must submit two 3 and ½ inch IBM compatible computer disk with the offeror's proposed rates. The government prefers *Lotus 1-2-3, Release 9.5 for Windows or less*. The offeror may prepare the spreadsheet with another commercially available spreadsheet program. The contractor must identify the program and version used to develop the spreadsheet on the diskette label. You must include the formulas and factors used in calculation of the financial data on the diskette as well as the basic financial information.

The cost information must demonstrate your firms understanding of the work and ability to perform the contract. You must provide your Cost and Price Information in two parts.

(a)(1) Part One - Cost or Price Information:

- Number and kinds of labor;
- The qualifications and experience requirements for each labor category proposed; and,
- The Direct Labor Hour Matrix, II B (Direct Labor LOE)

The government's best estimate of workload distribution among the various federal agencies is provided below to aid your firm in formulating its Labor Mix.

Federal Agency

Percentage of Work

Air Force	10%
Army	45%
Navy	5%
Department of Energy	30%
Department of the Interior	10%

Preparation of your proposal is subject to Section H clause, Limitation of Future Contracting (ROC)(EPAAR 1552.209-74)(MAY 1994)(DEVIATION).

(a)(2) **Part Two - Cost or Price Information:**

The period of performance is for five years (5) with twenty-five (25) option quantities.

I - GENERAL INSTRUCTIONS

a. Your firm must provide the following information on the first page of your price proposal:

- (1) Solicitation, contract number, and/or modification;
- (2) Name and address of offeror;
- (3) Name, e-mail address, and telephone number of point of contact;
- (4) Name of contract administration office (if available);
- (5) Type of contract action (that is, new contract, change order, price revision/redetermination, letter contract, unpriced order, or other);
- (6) Estimated cost, fixed fee, and total price;
- (7) Whether you will require the use of government property in the performance of the contract, and, if so, what property;
- (8) Date of submission; and
- (9) Name, title, and signature of authorized representative.

Your firm must submit information other than cost and pricing data. The information on the schedules must support the above first page. The government prefers you use the cost proposal model in Schedule's 1,2, and 3. However, you should tailor the model to your own standard accounting practices.

b. Please provide this information on spreadsheets (cost schedules) as follows:

- A Total Contract Summary Proposal
- Proposed Cost by Year

Total Cost - Year 1

Total Cost - Year 2
 Total Cost - Year 3
 Total Cost - Year 4
 Total Cost - Year 5
 Total Cost - 29 Options @ Year 3 Rates
 Total Cost - 28 Options @ Year 4 Rates

You must show all costs, rates, factors, and calculations, and include supporting rationale and documentation.

Accounting System Approval

The government does not anticipate requesting accounting system reviews before contract award. Offerors may be ineligible to receive Work Assignments until the Defense Contract Audit Agency or other cognizant audit agency approves their accounting system.

As the government intends to make award without discussions, an offeror must indicate, in its initial proposal, how it will accommodate the inclusion of a subcontractor who does not have an approved accounting system, without involvement of the government.

Financial Information

Submit financial statements, including a balance sheet, a statement of profit and loss and cash flow, for the last three (3) completed fiscal years and current year-to-date. Specific resources available to perform the contract without assistance from any outside source. If sufficient resources are not available, indicate in your proposal the amount required and the anticipated source (i.e., bank loans, letter of lines of credit, etc.).

II - COST ELEMENTS

(a) Direct Labor (LOE)

1. Provide the proposed hourly labor rates for the labor categories identified in Schedule 2. Clearly indicate any algorithm or calculations used to compute the proposed direct labor rates and show how the proposed rates compare to current employees' or category average rates. Provide the basis and rationale for the labor rates proposed; for example, company-wide bidding rates, current salary data for named individuals, survey data or anticipated new-hires, etc. Show how the company categories are mapped to the RFP categories.

Provide the current labor rates from payroll records and, also those labor rates escalated to the cost proposal performance period (10/01/01 - 9/30/06).

The direct labor mix and personnel proposed as part of the cost proposal must be the same as proposed in the technical proposal.

(b) **KEY - ROC SOW Task Category**

Removal	- Removal Oversight Activities
RI/FS	- Oversight Compliance of RI/FS Activities
RD/RA	- RD/RA Oversight Activities
GNS	- General Negotiations Support
OTS	- Other Technical Support
UXO	- Unexploded Ordinance

The values in (2)(a) and (2)(b) below represent the government's estimated Level of Effort for the contract and option period. The offeror must develop and propose a labor mix distribution to satisfy the task identified in the Statement of Work. Hours should be apportioned between the prime and its subcontractors in a manner consistent with the offeror's technical proposal.

- (a) For the purposes of evaluation, offerors are required to propose the following LOE for each task as identified for the 5 Base Year Period:

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL CONTRACT
RISK						
ASSESSMENT	2,000	2,000	2,000	2,000	2,000	10,000
REMOVAL	3,000	3,000	3,000	3,000	3,000	15,000
RI/FS	3,000	3,000	3,000	3,000	3,000	15,000
RD/RA	3,000	3,000	3,000	3,000	3,000	15,000
GNS+OTS	3,000	3,000	3,000	3,000	3,000	15,000
UXO	2,000	2,000	2,000	2,000	2,000	10,000
TOTAL LOE	16,000	16,000	16,000	16,000	16,000	80,000

- (b) For the purpose of evaluation, offerors are required to propose the following LOE for each task as identified for the option quantities. The option quantities will be 500 LOE hours per option. There will be fifty-seven option quantities. The contractor must price the option quantities as follows: 29 options at Year 3 rates; 28 options at Year 4 rates.

	29 OPTIONS	28 OPTIONS	TOTAL CONTRACT
RISK ASSESSMENT	1798	1,736	3,534
REMOVAL	2,726	2,632	5,358
RI/FS	2,726	2,632	5,358

RD/RA	2,726	2,632	5,358
GNS+OTS	2,726	2,632	5,358
UXO	1,798	1,736	3,534
TOTAL LOE	14,500	14,000	28,500

(2) Administrative Labor

The offeror must propose its administrative and support labor hours and costs consistent with established accounting practices. Indicate what types of administration and support labor the offeror considers direct labor and estimated hours for each labor category. The offeror must provide an explanation for hours and show calculations.

(3) Escalation

Indicate whatever you are using current rates or escalated rates. If you are including escalation, state the actual, historical for the past three (3) years, and method of calculation. The methodology must include the effective date of the base rates and the policy on salary reviews (i.e., anniversary date of employee or salary for all employees on a specific date). The offeror must include the date of the payroll from which you obtained the hourly rates.

(4) Bid and Proposal Costs

Your proposed bid and proposal costs must be consistent with established accounting practices.

(e) Program Management Costs

Your proposed bid and proposal costs must be consistent with established accounting practices.

(7) Indirect Rates

Offerors must provide a schedule of their indirect rates and explain the allocation basis.

Include all rates which the offeror maintains in its accounting records which may use during performance of this contract.

Identify indirect rates which a government audit agency has approved for forward pricing, and provide a copy of the Rate Agreements. If not approved, state the basis of the proposed rate (i.e., previous year's actual, current

fiscal year-to-date, business plan, etc.). Provide historical rate information, rationale, and other factors used to develop the proposed indirect rates which are utilized to cost the proposal. Also, provide actual expense pool amounts, allocation bases, and rates which have been submitted to the Defense Contract Audit Agency (DCAA) or other cognizant government audit, in your overhead rate proposal for establishing final indirect rates.

Cost ceilings may be required under this contract for the prime or one or more subcontractors. Offerors should review the situation described in FAR Subsection 42.707(b)(1) to determine whether or not ceilings should be utilized and, when appropriate, propose ceilings.

Note: The government reserves the right to adjust an offeror's or its subcontractor's estimated indirect costs for evaluation purposes based on the Agency's judgement of the most probable costs up to the amount of any stated ceiling.

The offeror must furnish the name and address of the government agency, and the name of the reviewing official, if a government agency has recently accepted the rates.

(8) ODC (Other Direct Costs) and Travel

1. For evaluation purposes, you must propose the following ODCs.

CONTRACT YEAR	TOTAL COSTS	TRAVEL*	ODCs*
YEAR 1	\$51,000	\$22,000	\$29,000
YEAR 2	\$53,000	\$23,000	\$30,000
YEAR 3	\$55,000	\$24,000	\$31,000
YEAR 4	\$57,000	\$25,000	\$32,000
YEAR 5	\$59,000	\$26,000	\$33,000
TOTAL CONTRACT	\$275,000	\$120,000	\$155,000

OPTIONS	TOTAL COSTS	TRAVEL*	ODCs*
29 OPTIONS	\$80,000	\$30,000	\$50,000
28 OPTIONS	\$80,000	\$30,000	\$50,000

* The ODCs and Travel specified above are intended for use in task orders associated with the tasks contained in the SOW. Offerors must identify and estimate amounts for any additional ODCs which are anticipated to support the

proposed effort.

2. Identify the major other direct cost items (i.e., travel, office costs, equipment/computer cost, relocation, employee recruitment cost, health and safety cost, etc.) that would be a direct charge under your accounting system on any resulting contract. Reminder: there are no government furnished property under any resultant contract.
3. If the solicitation specifies the amount of ODCs, this amount is exclusive of any indirect cost and fee.

I. Divisions, Subsidiaries, Parent or Affiliated Companies

If other divisions, subsidiaries, a parent or affiliated companies will perform work or furnish materials under the proposed contract, please provide the name and location of such affiliates and your inter-company pricing policy. Separately identify costs and supporting data for each such entity proposed.

J. Consultant Services

Identify the contemplated consultants. State the amount of service estimated to required and the consultant's quoted daily or hourly rate.

K. Subcontracts

The offeror must submit with the proposal, details of subcontract costs and financial data in the same format as the Prime contractor's cost and financial data for subcontracts that are the lover of either-

1. More than \$500,000; or
2. More than 10% of the Prime contractor's proposed price.

The offeror must conduct appropriate cost or price analysis to establish the reasonableness of the proposed subcontract prices. The offeror must include the results of the analyses in the cost proposal.

Offerors that enter into subcontracts other than on a cost-reimbursement type basis may make appropriate adjustments to the instructions and schedules. Offerors must include information as to the type of subcontract contemplated and documentation to show why they anticipate the contract type (i.e., fixed-price, time and materials, labor-hour, cost-reimbursement, etc.).

The government reserves the right to request additional cost and price information to be submitted by the prime contractor at lower dollar thresholds than that stated above.

L. Completed Form Ceiling

The \$100,000 completion form ceiling should be included in the contract cost summary (SCHEDULE 1) and need not be allocated over the five year period of performance. The completion form ceiling is exclusive of LOE hours and costs.

***** PLEASE NOTE: YOU SHOULD TAILOR YOUR COST PROPOSAL MODEL/SCHEDULES TO YOUR STANDARD ACCOUNTING PRACTICES*****

SCHEDULE 1
COST PROPOSAL MODEL

COST SUMMARY - CONTRACT YEAR 1 THROUGH CONTRACT YEAR 5

COST ELEMENT

A.	DIRECT LABOR:	TOTAL	TOTAL
		<u>HOURS</u>	<u>COST</u>

KEY PERSONNEL:

CONTRACT COORDINATION ADMINISTRATOR
WORK ASSIGNMENT MANAGER/ PROJECT MANAGER

NON-KEY PERSONNEL (TO BE DETERMINED BY OFFEROR)

1. TOTAL PROFESSIONAL LOE

2. TOTAL CLERICAL LOE (if applicable)

TOTAL - DIRECT LABOR

B. FRINGE: (if applicable)

_____ % (identify base)

C. LABOR OVERHEAD: (if applicable)

_____ % (identify base)

D. OTHER DIRECT COSTS:

ODC - RFP SPECIFIED
TRAVEL - RFP SPECIFIED
OTHER ODC - IF APPLICABLE

E. TEAM SUBCONTRACTORS/SUBCONTRACTOR CONSULTANTS

1.
2.
3.
TOTAL - SUBCONTRACTORS/CONSULTANTS

F. SUBTOTAL - ESTIMATED COST WITHOUT G&A

G. G&A EXPENSE: (if applicable)
_____% (identify base)

H. TOTAL ESTIMATED COSTS

I. FIXED FEE: _____% (identify base)

J. COMPLETION FORM CEILING **\$100,000**

K. **TOTAL ESTIMATED COST AND FIXED FEE**

SCHEDULE 2.1
COST PROPOSAL MODEL

BASE PERIOD - CONTRACT YEAR 1

COST ELEMENT

A.	DIRECT LABOR:	TOTAL <u>HOURS</u>	TOTAL <u>COST</u>
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KEY PERSONNEL:
CONTRACT COORDINATION ADMINISTRATOR
WORK ASSIGNMENT MANAGER/ PROJECT MANAGER

NON-KEY PERSONNEL (TO BE DETERMINED BY OFFEROR)

1. TOTAL PROFESSIONAL LOE

2. TOTAL CLERICAL LOE (if applicable)

TOTAL - DIRECT LABOR

B. FRINGE: (if applicable)
_____% (identify base)

- C. LABOR OVERHEAD: (if applicable)
 _____% (identify base)
- D. OTHER DIRECT COSTS:
 ODC - RFP SPECIFIED
 TRAVEL - RFP SPECIFIED
 OTHER ODC - IF APPLICABLE
- E. TEAM SUBCONTRACTORS/SUBCONTRACTOR CONSULTANTS
 1.
 2.
 3.
 TOTAL - SUBCONTRACTORS/CONSULTANTS
- F. SUBTOTAL - ESTIMATED COST WITHOUT G&A
- G. G&A EXPENSE: (if applicable)
 _____% (identify base)
- H. TOTAL ESTIMATED COSTS
- I. FIXED FEE: _____% (identify base)
- J. COMPLETION FORM CEILING
- K. **TOTAL ESTIMATED COST AND FIXED FEE**

SCHEDULE 2.2
 COST PROPOSAL MODEL

BASE PERIOD - CONTRACT YEAR 2

COST ELEMENT

A.	DIRECT LABOR:	TOTAL <u>HOURS</u>	TOTAL <u>COST</u>
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KEY PERSONNEL:
 CONTRACT COORDINATION ADMINISTRATOR

WORK ASSIGNMENT MANAGER/ PROJECT MANAGER

NON-KEY PERSONNEL (TO BE DETERMINED BY OFFEROR)

1. TOTAL PROFESSIONAL LOE

2. TOTAL CLERICAL LOE (if applicable)

TOTAL - DIRECT LABOR

B. FRINGE: (if applicable)

_____ % (identify base)

C. LABOR OVERHEAD: (if applicable)

_____ % (identify base)

D. OTHER DIRECT COSTS:

ODC - RFP SPECIFIED

TRAVEL - RFP SPECIFIED

OTHER ODC - IF APPLICABLE

E. TEAM SUBCONTRACTORS/SUBCONTRACTOR CONSULTANTS

1.

2.

3.

TOTAL - SUBCONTRACTORS/CONSULTANTS

F. SUBTOTAL - ESTIMATED COST WITHOUT G&A

G. G&A EXPENSE: (if applicable)

_____ % (identify base)

H. TOTAL ESTIMATED COSTS

I. FIXED FEE: _____ % (identify base)

J. COMPLETION FORM CEILING

K. **TOTAL ESTIMATED COST AND FIXED FEE**

SCHEDULE 2.3
COST PROPOSAL MODEL

BASE PERIOD - CONTRACT YEAR 3

COST ELEMENT

A.	DIRECT LABOR:	TOTAL	TOTAL
		<u>HOURS</u>	<u>COST</u>

KEY PERSONNEL:

CONTRACT COORDINATION ADMINISTRATOR

WORK ASSIGNMENT MANAGER/ PROJECT MANAGER

NON-KEY PERSONNEL (TO BE DETERMINED BY OFFEROR)

1. TOTAL PROFESSIONAL LOE

2. TOTAL CLERICAL LOE (if applicable)

TOTAL - DIRECT LABOR

B. FRINGE: (if applicable)

_____ % (identify base)

C. LABOR OVERHEAD: (if applicable)

_____ % (identify base)

D. OTHER DIRECT COSTS:

ODC - RFP SPECIFIED

TRAVEL - RFP SPECIFIED

OTHER ODC - IF APPLICABLE

E. TEAM SUBCONTRACTORS/SUBCONTRACTOR CONSULTANTS

1.

2.

3.

TOTAL - SUBCONTRACTORS/CONSULTANTS

F. SUBTOTAL - ESTIMATED COST WITHOUT G&A

G. G&A EXPENSE: (if applicable)

_____ % (identify base)

- H. TOTAL ESTIMATED COSTS
- I. FIXED FEE: _____% (identify base)
- J. COMPLETION FORM CEILING
- K. **TOTAL ESTIMATED COST AND FIXED FEE**

SCHEDULE 2.4
COST PROPOSAL MODEL

BASE PERIOD - CONTRACT YEAR 4

COST ELEMENT

A. DIRECT LABOR:	TOTAL <u>HOURS</u>	TOTAL <u>COST</u>
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KEY PERSONNEL:

CONTRACT COORDINATION ADMINISTRATOR

WORK ASSIGNMENT MANAGER/ PROJECT MANAGER

NON-KEY PERSONNEL (TO BE DETERMINED BY OFFEROR)

1. TOTAL PROFESSIONAL LOE
2. TOTAL CLERICAL LOE (if applicable)

TOTAL - DIRECT LABOR

- B. FRINGE: (if applicable)
- _____% (identify base)

- C. LABOR OVERHEAD: (if applicable)
- _____% (identify base)

- D. OTHER DIRECT COSTS:
- ODC - RFP SPECIFIED
- TRAVEL - RFP SPECIFIED
- OTHER ODC - IF APPLICABLE

- E. TEAM SUBCONTRACTORS/SUBCONTRACTOR CONSULTANTS

- 1.
 - 2.
 - 3.
- TOTAL - SUBCONTRACTORS/CONSULTANTS
- F. SUBTOTAL - ESTIMATED COST WITHOUT G&A
- G. G&A EXPENSE: (if applicable)
- _____ % (identify base)
- H. TOTAL ESTIMATED COSTS
- I. FIXED FEE: _____ % (identify base)
- J. COMPLETION FORM CEILING
- K. **TOTAL ESTIMATED COST AND FIXED FEE**

SCHEDULE 2.5
COST PROPOSAL MODEL

BASE PERIOD - CONTRACT YEAR 5

COST ELEMENT

A.	DIRECT LABOR:	TOTAL <u>HOURS</u>	TOTAL <u>COST</u>
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KEY PERSONNEL:

CONTRACT COORDINATION ADMINISTRATOR

WORK ASSIGNMENT MANAGER/ PROJECT MANAGER

NON-KEY PERSONNEL (TO BE DETERMINED BY OFFEROR)

1. TOTAL PROFESSIONAL LOE
 2. TOTAL CLERICAL LOE (if applicable)
- TOTAL - DIRECT LABOR
- B. FRINGE: (if applicable)
- _____ % (identify base)

- C. LABOR OVERHEAD: (if applicable)
 _____% (identify base)
- D. OTHER DIRECT COSTS:
 ODC - RFP SPECIFIED
 TRAVEL - RFP SPECIFIED
 OTHER ODC - IF APPLICABLE
- E. TEAM SUBCONTRACTORS/SUBCONTRACTOR CONSULTANTS
 1.
 2.
 3.
 TOTAL - SUBCONTRACTORS/CONSULTANTS
- F. SUBTOTAL - ESTIMATED COST WITHOUT G&A
- G. G&A EXPENSE: (if applicable)
 _____% (identify base)
- H. TOTAL ESTIMATED COSTS
- I. FIXED FEE: _____% (identify base)
- J. COMPLETION FORM CEILING
- K. **TOTAL ESTIMATED COST AND FIXED FEE**

SCHEDULE 2.6
 COST PROPOSAL MODEL

OPTION QUANTITIES: 29-OPTIONS (Use Year 3 Rates)

COST ELEMENT

A.	DIRECT LABOR:	TOTAL	TOTAL
		<u>HOURS</u>	<u>COST</u>

KEY PERSONNEL:
 CONTRACT COORDINATION ADMINISTRATOR
 WORK ASSIGNMENT MANAGER/ PROJECT MANAGER

NON-KEY PERSONNEL (TO BE DETERMINED BY OFFEROR)

1. TOTAL PROFESSIONAL LOE
2. TOTAL CLERICAL LOE (if applicable)

TOTAL - DIRECT LABOR

B. FRINGE: (if applicable)

_____ % (identify base)

C. LABOR OVERHEAD: (if applicable)

_____ % (identify base)

D. OTHER DIRECT COSTS:

ODC - RFP SPECIFIED
TRAVEL - RFP SPECIFIED
OTHER ODC - IF APPLICABLE

E. TEAM SUBCONTRACTORS/SUBCONTRACTOR CONSULTANTS

- 1.
 - 2.
 - 3.
- TOTAL - SUBCONTRACTORS/CONSULTANTS

F. SUBTOTAL - ESTIMATED COST WITHOUT G&A

G. G&A EXPENSE: (if applicable)

_____ % (identify base)

H. TOTAL ESTIMATED COSTS

I. FIXED FEE: _____ % (identify base)

J. COMPLETION FORM CEILING

K. **TOTAL ESTIMATED COST AND FIXED FEE**

SCHEDULE 2.7
COST PROPOSAL MODEL

OPTION QUANTITIES: 28-OPTIONS (Use Year 4 Rates)

COST ELEMENT

A.	DIRECT LABOR:	TOTAL <u>HOURS</u>	TOTAL <u>COST</u>
<p>KEY PERSONNEL:</p> <p>CONTRACT COORDINATION ADMINISTRATOR</p> <p>WORK ASSIGNMENT MANAGER/ PROJECT MANAGER</p> <p>NON-KEY PERSONNEL (TO BE DETERMINED BY OFFEROR)</p>			
<p>1. TOTAL PROFESSIONAL LOE</p> <p>2. TOTAL CLERICAL LOE (if applicable)</p> <p>TOTAL - DIRECT LABOR</p>			
B.	FRINGE: (if applicable)		
	_____ % (identify base)		
C.	LABOR OVERHEAD: (if applicable)		
	_____ % (identify base)		
D.	OTHER DIRECT COSTS:		
	ODC - RFP SPECIFIED		
	TRAVEL - RFP SPECIFIED		
	OTHER ODC - IF APPLICABLE		
E.	TEAM SUBCONTRACTORS/SUBCONTRACTOR CONSULTANTS		
	1.		
	2.		
	3.		
	TOTAL - SUBCONTRACTORS/CONSULTANTS		
F.	SUBTOTAL - ESTIMATED COST WITHOUT G&A		
G.	G&A EXPENSE: (if applicable)		
	_____ % (identify base)		

- H. TOTAL ESTIMATED COSTS
- I. FIXED FEE: _____% (identify base)
- J. COMPLETION FORM CEILING
- K. TOTAL ESTIMATED COST AND FIXED FEE

SCHEDULE 3

CROSS WALK LEVEL OF EFFORT BY TASK

	YEAR 1		YEAR 2		YEAR 3		YEAR 4		YEAR 5		TOTAL	
	<u>LOE</u>	<u>COSTS</u>	<u>LOE</u>	<u>COSTS</u>	<u>LOE</u>	<u>COSTS</u>	<u>LOE</u>	<u>COSTS</u>	<u>LOE</u>	<u>COSTS</u>	LOE	COS
TASK												TS
CATEGORY												
RCRA												
FFCAS												
RI/FS												
RD/RA												
GNS												
OTS												
SAMPLING												
UXO												

	OPTION -29		OPTION-28	
	<u>LOE</u>	<u>COSTS</u>	<u>LOE</u>	<u>COSTS</u>
TASK				
CATEGORY				

RCRA
FFCAS
RI/FS
RD/RA
GNS
OTS
SAMPLING
UXO

SECTION M - EVALUATION FACTORS FOR AWARD**M.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
1552.215-70	AUG 1999	EPA SOURCE EVALUATION AND SELECTION PROCEDURES--NEGOTIATED PROCUREMENTS

M.2 EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990) DEVIATION

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirements. Evaluation of options will not obligate the Government to exercise the option(s).

M.3 EVALUATION FACTORS FOR AWARD

(a) The Government will award the contract to the responsible offeror whose offer:

- Conforms to the solicitation;
- Has a reasonable cost/price; and,
- Best demonstrates an understanding of the work and ability to perform the contract.

For this solicitation, a demonstrated understanding of the work and ability to perform the contract (as demonstrated by project/contract quality, scenario responses, pop quiz answers, and past performance) is **significantly more** important than cost or price. As proposals become more equal in their demonstrated understanding of the work and ability to perform the contract, the evaluated cost or price becomes more important.

(b) Technical Evaluation Criteria: The government will use the following technical evaluation criteria to evaluate past performance information and oral presentations (project/quality, scenario responses and pop-quiz and answers). The government will evaluate Project/Contract Quality, Scenarios, and Past Performance in accordance with the scoring plan described in EPAAR 1515/305-70.

EVALUATION CRITERIA

The technical proposal instructions in Section L provision entitled, Instructions for Preparation of Proposals, are hereby incorporated into the evaluation criteria:

(a) Project/Contract Quality

Each Project/Contract cited must be assigned a project tracking number starting with No. 1.

(a) (1) Prime contracts performed by the prime 50 points

(a)(2) Site-specific projects performed by the prime and/or team subcontractor(s)

(a)(2)(i) CERCLA Assessment Support (SOW Section B) 50 Points

(a)(2)(ii) Remedial Activities Support (SOW Section C) 75 Points

(b) Responses To Scenarios and Pop Quiz/Question and Answer Session

The government will consider the offeror's presentation of Scenarios A and B in this evaluation. The information required in Section L Provision, Instructions for Preparation of Proposals, will be the basis for the evaluation. The government will use the information to determine the offeror's understanding of the work and the ability to perform the contract. All sub-elements carry equal weight.

(1) Scenario A/Pop Quiz Questions and Clarifications Related to Scenario A 75 Points

(2) Scenario B/Pop Quiz Questions and Clarifications Related to Scenario B 75 Points

(c) Past Performance

(c) (1) Prime contracts performed by the prime 50 Points

(c) (2) Site-Specific project performed by the prime and/or team subcontractor(s) 50 Points

The government Evaluation Team will base its past performance evaluation on past performance information obtained from any reference or performance evaluation report associated with the firm's on-going or completed projects/contracts. The Evaluation Team will evaluate past performance according to the EPAAR Scoring Plan, on a scale of 0 to 5 (EPAAR 1515.305-70). The past performance questionnaire is included as Attachment #6. In the case of an offeror without a record of relevant past performance, or for whom past performance is not available, the offeror will be evaluated neither favorably or unfavorably and receive a rating of 3.

The contracting officer will consider the following criteria when evaluating past performance:

- (1) Client corroboration of the facts and claims presented in the firms's project summary
- (2) Was the client satisfied with the quality of deliverables and work performed?
- (3) Were deliverables delivered and work performed in accordance with the times specified in the reports of work and work assignments?
- (4) Were the costs incurred during contract performance in line with the costs proposed in the contract cost proposal and individual work assignment work plans?
- (5) Was client satisfied with the firm's responsiveness in resolving issues or problems that occurred during performance?
- (6) Did the client conduct business in an ethical and professional manner?
- (7) Would client hire the firm to perform this or a similar project in the future?
- (8) Did the contractor meet subcontracting goals under similar contracts?

M.4 EVALUATION OF PROPOSAL FOR AVOIDING OR MITIGATING EXISTING CONFLICTS OF INTEREST (COI) PRIOR TO CONTRACT AWARD

Notwithstanding the evaluation of an offeror with respect to the technical evaluation criteria or the evaluation of an offeror's cost, or the evaluation of an offeror's COI Plan, an offeror that submits a proposal that fails to avoid or mitigate an existing conflict of interest will not be eligible for a contract award.

M.5 EVALUATION OF BUSINESS PLANS SUBMITTED IN ACCORDANCE WITH THE SECTION L PROVISION "INSTRUCTIONS FOR PREPARATION OF PROPOSALS"

- (a) Offerors are required to submit the following business plans in response to this solicitation, which will be evaluated as acceptable or

unacceptable:

- (1) Confidential Business Information Plan,
- (2) Conflict of Interest Plan,
- (3) Professional Employee Compensation Plan,
- (4) Quality Management Plan,
- (5) Quality Assurance Project Plan, and
- (6) Health and Safety Program Plan.

(b) To be considered acceptable, the Confidential Business Information Plan must comply with the minimum standards outlined in the Section L provision entitled, MINIMUM STANDARDS FOR CONFIDENTIAL BUSINESS INFORMATION (CBI) PLANS. To be considered acceptable, the Conflict of Interest Plan must comply with the minimum standards outlined in the Section L provision entitled, MINIMUM STANDARDS FOR COI PLANS. To be considered acceptable, the Professional Employee Compensation Plan must comply with the minimum requirements outlined in the Section L provision entitled, EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FAR 52.222-46)(FEB 1993). To be considered acceptable, the Quality Management Plan must comply with the minimum requirements outlined in Chapter 3 of document entitled, "EPA REQUIREMENTS FOR QUALITY MANAGEMENT PLANS (EPA QA/R-2), November 1999)". To be considered acceptable, the Quality Assurance Project Plan must comply with the minimum requirements outlined in Chapter 3 entitled "EPA REQUIREMENTS FOR QUALITY ASSURANCE PROJECT PLANS FOR ENVIRONMENTAL DATA OPERATIONS (EPA QA/R-5), NOVEMBER 1999)". See Section G.1 of the Statement of Work titled, "Sampling/Analytical Support Services" for the website address (EPA QA/R-2 and EPA QA/R-5). To be considered acceptable, the Health and Safety Program Plan must comply with the minimum standards outlined in Section L clause entitled, MINIMUM STANDARDS FOR HEALTH AND SAFETY PROGRAM PLAN.

(c) The business plans described above are responsibility factors and the government will evaluate the business plans as acceptable or unacceptable. Notwithstanding any other evaluation of the offeror's proposal, an offeror that submits a plan which is ultimately determined unacceptable **will not** be eligible for award. Exchanges of information with offerors about the acceptability of their business plans shall not constitute discussions under FAR 52.215-1(a).

ATTACHMENT 1

STATEMENT OF WORK

**STATEMENT
OF
WORK

REGIONAL OVERSIGHT CONTRACT

FOR

FEDERAL FACILITIES**

OCTOBER, 2000

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1. INTRODUCTION

A: ACRONYMS

ARARs	Applicable or Relevant and Appropriate Requirements
CAA	Clean Air Act
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act of 1980
CFR	Code of Federal Regulations
CLP	Contract Laboratory Program
CMI:	Corrective Measures Implementation
CMS:	Corrective Measures Studies
CAMU:	Corrective Action Management Units
COR	Contracting Officer's Representative
CRP	Community Relations Plan
CWA	Clean Water Act
EE/CA	Engineering Evaluation/Cost Analysis
EPA	Environmental Protection Agency
ESI	Expanded Site Inspection
FEMA	Federal Emergency Management Agency
FFA	Federal Facility Agreement
FFCA	Federal Facilities Compliance Act
FOIA	Freedom of Information Act
FRP	Federal Response Plan
FUDS	Formerly Used Defense Sites
FUSRAP	Formerly Utilized Sites Remedial Action Program
GIS	Geographical Information System
HRS	Hazard Ranking System
IA	Integrated Assessment
IRIS	Integrated Risk Information System
IRP	Defense Installation Restoration Program
JIC	Joint Information Center
LDR	Land Disposal Restriction
MOU	Memorandum of Understanding
NCP	National Oil and Hazardous Substances Pollution Contingency Plan
NOD	Notices of Deficiencies
NPL	National Priorities List
NRT-1A	National Response Team Criteria For Review Of Hazardous Materials

Emergency Plans, May 1988	
OPA	Oil Pollution Act
OSHA	Occupational Safety and Health Administration
OSWER	Office of Solid Waste and Emergency Response
POLREP(S)	Pollution Report(s)
PA	Preliminary Assessment
PRP	Potentially Responsible Party
QA	Quality Assurance
QC	Quality Control
RCRA	Resource Conservation and Recovery Act
RFAs	RCRA Facility Assessments
RI	Remedial Investigation
RI/FS	Remedial Investigation/Feasibility Study
RPM	Remedial Project Manager
RRC	Regional Response Center
SARA	Superfund Amendments and Reauthorization Act
SI	Site Inspection
SIP	Site Inspection Prioritization
SWMUs	Solid Waste Management Units
UST	Underground Storage Tank

B: BACKGROUND

The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), commonly referred to as Superfund, was enacted in December 1980. The Superfund program provides the Environmental Protection Agency (EPA) with response authorities to facilitate the remediation of identified sites from which releases of hazardous substances have or might have occurred. The Superfund Amendments and Reauthorization Act (SARA) was enacted in October 1986. Some important amendments, for federal facilities, added by SARA include:

- Requirements for Federal Agencies to comply with CERCLA and meet mandatory schedules for investigations and cleanups;
- Maintenance of an administrative record for every remedial action;
- Maintenance of a Federal Agency Hazardous Waste Compliance Docket;
- Requirement to evaluate and list all federal facilities which meet the criteria for listing on the National Priorities List (NPL).

Additionally, the EPA has the responsibility for assuring compliance with and corrective action under the Resource Conservation and Recovery Act (RCRA) and the Federal Facilities

Compliance Act (FFCA) at all federal facilities. EPA activities under RCRA include:

- Tracking the generation, transportation, storage, and disposal of hazardous wastes,
- The handling of municipal wastes,
- The regulation of underground storage tanks,
- Corrective action requirements for leaking Solid Waste Management Units (SWMUs).

C. PURPOSE

The purpose of this contract is to provide advisory and assistance services to federal officials responsible for oversight and enforcement of both CERCLA and RCRA activities at federal facilities, and to a lesser extent at non-federal potentially responsible party (PRP) lead sites, at Formerly Used Defense Sites (FUDS) and at Formerly Utilized Sites Remedial Action Program (FUSRAP) sites.

D. SCOPE

The contracting officer will issue work assignments for all work required under this contract in accordance with the terms and conditions of the contract. The contractor shall submit all analyses, options, recommendations, reports, and training materials required under this contract in draft for critical review by the contracting officer or the contracting officer's representative (COR). The Government will make all final regulatory, policy, and interpretive decisions resulting from contractor-provided advice and assistance under this contract and make the final decision on all contractors provided recommendations. The contractor shall not publish or otherwise release, distribute, or disclose any work product generated under this contract without obtaining EPA's express written approval. When submitting materials or reports that contain recommendations, the contractor shall:

- Explain or rank policy or action alternatives
- Describe procedures used to arrive at recommendations
- Summarize the substance of deliberations
- Report any dissenting views
- List sources relied upon
- Detail the methods and considerations upon which the recommendations are based

The contractor shall not provide any legal services to EPA under this contract, nor will the contractor make any decisions regarding compliance determinations.

II. TECHNICAL REQUIREMENTS

Technical requirements under this contract include:

- RCRA compliance
- RCRA Corrective action oversight
- CERCLA assessment support
- CERCLA Remedial activity oversight
- CERCLA Removal activity oversight

A. RCRA COMPLIANCE ACTIVITIES

The task list below addresses the generic compliance tasks, which may be ordered through work assignments. The contractor will provide technical support to EPA for RCRA compliance. More specific requirements follow the generic list for:

- Enforcement and compliance inspections
- Compliance monitoring at federal facilities
- Reviewing corrective action measures
- Collection and analysis of sample materials
- Reviewing applications for Federal hazardous waste facility permits
- Support in the drafting of permit conditions
- Conducting facility assessment oversight
- Site inspections to support implementation of RCRA permit provisions

Compliance Task List

More specifically, the contractor shall:

1. Provide technical assistance to EPA in the performance of federal facility inspections of:
 - Regulated generators
 - Transporters
 - Treatment, Storage, or Disposal (TSD) operations for RCRA compliance.
2. Provide technical assistance to EPA in the performance of inspections of facilities for compliance with Subtitle C of RCRA,
3. Review corrective action permit provisions, closure, and post-closure plan review, in accordance with 40 CFR Parts 264 and 270.
4. Submit draft inspection reports to EPA
5. Provide technical assistance in the performance of inspections of waste handlers, to evaluate the ability of the federal facilities to comply with regulations and the potential or extent of releases from these facilities. The specific inspections included under this task are listed below:

- RCRA Facility Assessments (RFAs)--to identify and make a preliminary evaluation on releases/potential releases of hazardous waste or constituents from SWMUs or areas of concern (AOCs), in accordance with EPA's Final RFA.;
- Off-Site Policy Inspections--of TSDs to ensure compliance with acceptability standards for CERCLA wastes;

Underground Storage Tanks (UST) Inspections--to assess petroleum releases from underground tanks. The tasks shall include:

- Field oversight to document and monitor compliance of a cleanup action for initial release response activities under 40 CFR 280.60,
 - Site closure under 40 CFR 280.70 to 280.73.
 - Review of the owners' and operators' UST reporting and record keeping required by 40 CFR 280.34.
 - Multi-Media Inspections--which are comprehensive inspections that cover air and water program regulations, as well as RCRA, regulated waste releases to the environment.
 - Land Disposal Restriction (LDR) Inspections--to perform a compliance review specifically targeted to the LDR regulations on testing, record keeping, notification or certification, and storage requirements.
6. Sampling Inspections-- includes oversight of facility sampling procedures, splitting samples with the facility, or providing sample analysis.
 7. Sampling and Analysis Plan-- the Contractor shall develop and submit a sampling and analysis plan to EPA for critical review, comment, and approval. The Contractor shall also submit a:
 - Quality Assurance Project Plan (QAPjP)
 - Site Health and Safety Plan (HSP)
 8. Assist in the sampling and analysis of all media
 9. Provide technical support for unique situations such as explosives, chemical agents (i.e. mustard gas, etc.), or radioactive materials.
 10. Record all details noted during each site visit or inspection and during sample collection efforts.

11. Provide data validation for sample data obtained from sampling events.
12. Provide a data management plan for each sampling or sample analysis assignment.

A-1. RCRA Compliance Activities

RCRA enforcement includes inspections of regulated generator, transporter, and treatment, storage or disposal (TSD) facilities. The Contractor shall provide technical assistance to EPA in compliance monitoring at federal facilities as outlined in the Compliance Task List above.

Permitting-Subtitle C of RCRA requires EPA to develop, promulgate, and implement regulations, which control the generation, transportation, treatment, storage, and disposal of hazardous waste. RCRA also provides for states to receive authorization from EPA to carry out a hazardous waste program in lieu of the Federal program.

The Contractor shall:

- 1.) Review applications for federal hazardous waste facility permits,
- 2.) Draft permit conditions
- 3.) conduct facility assessments and site inspections
- 4.) Review corrective action permit provisions, closure, and post-closure plans, in accordance with 40 CFR Parts 264 and 270.

A-2. RCRA Corrective Action Oversight

The contractor shall assist EPA with RCRA corrective action oversight. The task list below addresses the generic assessment tasks, which may be ordered through work assignments in support of Section II.A-2. More specific requirements follow the generic list for:

- Review and evaluation
- RCRA Facility Assessments (RFAs)
- Risk Assessments
- RCRA Facility Investigations (RFIs) Workplan and Report Reviews

Oversight Task List

The contractor shall:

1. Review and evaluate federal facility submittals in relation to the Corrective Action Program at the facility.
2. Evaluate the completeness and technical accuracy of any risk assessments conducted

- by the facility for any of the stages of the Corrective Action process.
3. Evaluate the completeness and technical level of facility's investigation, sampling, and assessment plans, to include:
 - Review the workplans and reports for compliance with the corrective action requirements.
 - Submit draft RFI comment reports on the facility plan reviews conducted.
 - Characterize the contamination and risks to human health and the environment in the draft RFI comment report.
 5. Review the Corrective Measures Studies (CMS) Workplan and Report Reviews, for compliance with the corrective action order or permit.
 6. Submit CMS comment reports on the facility plan reviews conducted.
 7. Review the Corrective Measures Implementation (CMI)- Remedial Design (RD) requirements in the Hazardous and Solid Waste Amendments (HSWA) permit for that facility under the Corrective Measures Implementation Section
 8. Review the Corrective Measures Implementation Plan submitted by the facility to the regulator.
 9. Review requests for Corrective Action Management Units (CAMU):
 - Evaluate facilities' minimum technology requirements, treatment standards and ground water monitoring requirements.
 - Review the requirements of 40 CFR Part 264, Subpart S, 264.552 and any other pertinent permitting requirements.
 10. Review Interim Measures (IM) Workplan or Report Reviews and:
 - Evaluate interim measures implementation for mitigation of actual or potential threats to the environment
 - Evaluate the success of corrective measures implementation (CMI).
 - Review the workplans and reports, including progress reports, for compliance with the corrective action order or permit.
 - Submit IM comment reports on the facility plan reviews.
 11. Provide field oversight of the facility's corrective actions (RFI, CMS, IM, CMI), including:
 - Construction activity or closure which is conducted voluntarily or under an enforcement order or permit.
 - Assess compliance with orders, construction specifications, regulations, and safety plans; report noncompliance activities
 - Provide field notes and photographs from the scene to document the oversight
 - Conduct sampling or split sampling with the facility while on-scene
 12. Assess petroleum releases from underground tanks. Provide field oversight to document and monitor compliance of a cleanup action for initial release response

- activities. The same requirements apply for UST.
13. Provide other technical assistance such as:
 - Conduct sampling and analysis activities;
 - Assess compliance with EPA and state standards for federal hazardous waste generators, transporters, and TSD facilities;
 - Prepare reports and studies related to waste management programs.

A-3. Technical Review, Analysis, Evaluation, and Support

The task list below addresses the generic assessment tasks, which may be ordered through work assignments. More specific requirements follow the generic list for:

- Technical Review of Documents
- Closure Plan (CP) Reviews
- Geological and Hydrogeological Analyses
- Permit Reviews and Analyses
- Evaluation of Responses to Notices of Deficiencies
- RCRA Facility Plan Reviews
- Waste Characterization Reports
- Facility Profiles for Stabilization Initiative

Support Task List

The contractor shall:

1. Evaluate the RCRA compliance status of a facility by reviewing facility information and site-specific data; and evaluating the extent of, or potential for, releases from SWMUs at federal facilities.
2. Maintain databases of facility compliance data.
3. Evaluate the facility's performance under RCRA enforcement orders or permits:
4. Review and evaluate the draft and final RFI, CMS, and IM workplan and reports for compliance with the corrective action order or permit. (The same requirements apply for RFI, CMS and IM as mentioned in Section 3.4. RCRA Corrective Action Oversight.);
5. Review progress reports submitted during the RFI, CMS, and IM phases;
6. Review and evaluate workplans, progress reports, and final reports for compliance with CMI requirements. The Contractor shall submit comment reports of its findings to EPA for Agency critical review and approval.
7. Review and evaluate closure plans for compliance with the requirements of

- 40 CFR Part 265 Subpart G to include;
- The technical adequacy of soil or ground water sampling,
 - Analytical results and conclusions presented in the CPs;
 - Appropriateness of clean closure standards.
8. Review closure, post-closure, contingency, waste analysis, and ground water monitoring or leak detection plans submitted by the facility.
 9. Evaluate plans according to closure certification requirements and EPA guidance (provided to the Contractor by EPA), and draft notices of deficiencies (NODs) itemizing the additional work required of the applicant.
 10. Provide geological and hydrogeological analyses. The Contractor shall:
 - Analyze the relationships between the physical surroundings and hydrogeological settings and the wastes and recommend to EPA appropriate protective measures (e.g., permit conditions, corrective actions, or penalty assessments).
 - Submit comment reports of its findings to EPA.
 11. Draft and review RCRA permit, closure, and variance applications for completeness and technical adequacy as required by RCRA regulations. The applications will cover a variety of hazardous waste practices including:
 - Storage in containers or tanks,
 - Treatment in tanks,
 - Thermal and biological treatment processes,
 - Disposal in landfills,
 - Surface impoundments,
 - Injection wells, land application,
 - Ocean dumping
 12. Review permits, closure plans, variances, and related materials such as exposure information reports
 13. Prepare letter reports of findings:
 - Evaluating whether sufficient information is included in the application to conduct a full technical evaluation;
 - Evaluating whether the facility has provided the technical evidence necessary to meet the RCRA permitting standards.
 14. Provide review of Notices of Deficiencies (NOD):
 - Written evaluation of the responses of applicants to NODs and making recommendations for further action.
 - Assist EPA in follow-up meetings with applicants and community groups.
 15. Perform permit reviews of applications for Research Development and Demonstration (RD&D) permits, in accordance with 40 CFR Part 270.65.
 16. Evaluate whether the technologies satisfy the regulatory requirements for new and innovative technology.

17. Review the facility's permit or other pertinent plan(s) approved by the Administrative Authority, as required by the RCRA permit/order.
18. Evaluate the completeness and technical level of the facility's ground water monitoring, sampling, and assessment plans and submit a report of its findings.
19. Submit a waste characterization report to be used by EPA to determine whether the waste is hazardous under either state or Federal regulations. Hazardous substance is defined by Section 101 (14) of CERCLA and appears in CFR 40 Part 300-399 Revised as of July 1, 1998 (or as amended).
20. Perform special studies as determined to support EPA Headquarters and Regional initiatives, pursuant to the Federal Facility Compliance Act.
21. Analyze previous studies to identify any data gaps requiring special studies; these may include field and laboratory activities
22. Report all data gaps to EPA
23. Support the goal of the Stabilization Initiative to prevent or minimize the further spread of contamination at RCRA facilities, while long-term corrective action remedies are pursued. The contractor shall:
 - Assist in preparing data profiles of each Federal facility site to be stabilized.
 - The information on each site will be extracted from existing site information (RFA report, CEIs, etc.)
 - Assist EPA staff in technical review panels to review stabilization proposals and design plans.

B. FEDERAL FACILITY CERCLA ASSESSMENT SUPPORT

The task list below addresses the generic assessment tasks, which may be ordered through work assignments in support of Sections II.B.1. through II.B-4. More specific requirements follow the generic list for:

- Site Specific Material Reviews
- Preliminary Assessment Reviews
- Site Inspection Reviews
- Expanded Site Inspections
- Combined Preliminary Assessment/site Inspection
- Reviewing submittals/Hazardous Waste Compliance Docket
- Prepare/Review Hazard Ranking System/National Priorities List Packages

Assessment Task List

The contractor shall:

1. Review pre-NPL Preliminary Assessment/Site Inspection (PA/SI) documents presented to EPA by Federal facilities under CERCLA/SARA and the Defense Installation Restoration Program (IRP) for consistency with CERCLA/SARA, the NCP, and the HRS.
2. Gather non-sampling data to fill data gaps that the federal agency is unable or unwilling to provide.
3. In some circumstances, the Contractor will be required to actually perform the PA and/or SI at the Federal facility, in accordance with the appropriate guidance, publication "Guidance for Performing Preliminary Assessments Under CERCLA", September 1991, (EPA 9345.0-01A); "Guidance for Performing Site Inspections Under CERCLA; Interim Final, September 1992, (NTIS PB92-963375, EPA 9345.1-05), and the electronic scoring program known as PA-Score.
4. Review site-specific materials prepared by the Federal facility and provided to the Contractor by EPA, including the PA and/or SI report, for compliance with utilizing the following documents: OSWER Directive 9345.0-01A - Preliminary Assessment Guidance, PA/SI Checklist, Site Inspection Guidance, Regional Guidance, and other supporting documents.
5. Identify to the Region in a written report, any necessary information not provided by the Federal facility. The Contractor shall be required to fill in missing data gaps if the facility fails to provide the information to EPA.
6. Complete a draft HRS score of the site, following the prescribed formulas provided by EPA.
7. Complete the Regional Federal Facility Review Form, including recommendation for further action(s) to be taken at the site; references and HRS score sheets shall be attached to the report.
8. Incorporate EPA comments and finalizes the PA/SI Review document for final EPA review and approval.

B-1 CERCLA Assessment Support

The contractor shall perform federal facility CERCLA assessment support as outlined in the task list above.

B-2. Preliminary Assessments (PA)

The contractor shall review or perform PA activities, in conformance with:

OSWER Directive 9345.0-01A, "Guidance for Performing Preliminary Assessments Under CERCLA", dated September 1991; and,

Region-specific requirements, available in Region's library.

More specifically, the contractor shall:

1. Review past and present facility waste handling practices and permit history
2. Document the presence, quantity, type, or absence of uncontained or uncontrolled hazardous substances on site, and releases to the environment
3. Identify pollution dispersal pathways; determine pathway-specific receptors and surrounding population density
4. Locate other environmentally sensitive receptors (for example, wetlands and endangered species)

B-3. Site Inspection Reviews

The purpose of the SI is to incorporate and build upon the objectives of a PA, and may require the collection of samples or the evaluation of existing analytical data to evaluate site conditions. The contractor shall review or perform SI activities in conformance with:

EPA/540-R-92-021, "Guidance for Performing Site Inspections Under CERCLA", dated September 1992; and,

Region specific requirements, available in Region's library.

More specifically the contractor shall:

1. Identify releases that pose a significant threat to public health or the environment
2. Analyze the potential need for removal action
3. Collect or develop data for the COR to evaluate the release pursuant to the HRS
4. Collect data required for the COR to better characterize the release for more effective and rapid initiation of the remedial investigation/feasibility Study (RI/FS) or response

B-4. Expanded Site Inspections (ESI)

The purpose of the Expanded Site Inspections (ESI) is to provide the additional information required to support preparation of an HRS package for NPL listing. The contractor shall perform the relevant tasks for an ESI as described in the Assessment Task List in conformance with the following:

EPA 540-R-92-021, "Guidance for Performing Site Inspections Under CERCLA", dated September 1992

Region-specific requirements, available in Region's library

B-5. Combined PA/SI

As ordered, the contractor shall perform preliminary activities outlined in the PA and SI sections above into one effort.

B-6. Federal Agency Hazardous Waste Compliance Docket

The Contractor shall review the submittals to assure that all sites, which are supposed to be added to the docket, have been included and that there is complete documentation as to why the federal facility sites were added to the docket. In examining proposed revisions, the Contractor shall:

- Identify any privately owned facilities that are now government operated;
- Identify facilities that do not have identification numbers;
- Identify duplicate listings;
- Verify data with new docket entries such as the correct address, correct federal agency, correct site name, and appropriate documentation; and,
- Verify that sites are not Small Quantity Generators.

The Contractor shall provide a written summary of the docket review for use by the EPA Regional Docket Coordinator.

B-7. Reviewing Hazard Ranking System (HRS) Scoring for Federal Facilities

The contractor shall perform the relevant HRS/NPL tasks described in the Assessment Task

List in conformance with the following:

EPA OSWER Directive 9345.1-07, November 1992, "The Hazard Ranking System Guidance Manual"

The Contractor shall recommend the best technical approaches (e.g., sampling locations) that would produce the most defensible HRS data and prepare a draft HRS Package according to EPA guidance (including site summary, computerized HRS score sheets, documentation record, figures, maps, and references).

C. OVERSIGHT COMPLIANCE OF RI/FS ACTIVITIES

The task list below addresses the generic compliance oversight tasks, which may be ordered through work assignments in support of Sections II.C.1. through II C-4. More specific requirements follow the generic list for:

- Provide RI/FS Support
- Provide On-Site Oversight Support
- Review Remedial Investigation Reports
- Baseline Risk Assessment
- Assessment of Ecological Risks
- Review Feasibility Study Reports
- Review Treatability Studies

C-1. RI/FS Support

The purpose of an RI/FS is to develop the data necessary to support the selection of a remedy to eliminate, reduce, or control risks to human health and the environment. EPA makes all decisions on the selection of a remedy. The contractor shall perform the relevant RI/FS tasks in conformance with the following:

“EPA Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA, Interim Final”, U.S. EPA, Office of Emergency and Remedial Response, October 1988, OSWER Directive No. 9355.3-01. (or as amended)

The contractor shall conduct a technical review of any segments of the draft or completed Work plan. Work plan review includes the following:

- Evaluate whether the Federal facility or PRP has structured the draft in the format specified in RI/FS guidance and has followed the RI/FS scope of work as stated in Appendix C of the RI/FS guidance, including the technical criteria, specific statistical sampling density and requirements and procedures, appropriate sample analyses, QA/QC and/or QAPjP plans, and Health & Safety Plans.
- Comment on whether the draft schedule for completing the RI/FS will comply with the schedule set forth in the Federal Facility Agreement (FFA).
- Prepare detailed comments noting all discrepancies and deficiencies in the draft work plan.
- Support EPA in its review and consolidation of other comments received on the draft Work plan, such as those made by the state.
- Perform review of Remedial Investigation (RI) reports

C-2. On-Site Oversight Support

The Contractor shall perform oversight of field activities in accordance with the Oversight Compliance Task List listed above (page 15 and 16) and with the FFA or order between the EPA, state, and Federal facility or PRP conducting the RI/FS. Areas of responsibility include:

- Support EPA during oversight of RI/FS field operations,
- Perform assigned QA/QC responsibilities, which focus on the oversight of Federal facility or PRP compliance with the governing Work Plan or QAPjP for the site or with Standard Operating Procedures (SOP).
- Observe the gathering of potentially contaminated material for the study
- Evaluate whether the proper chain of custody and contaminants analysis procedures are employed
- Monitor the disposal of the investigation-derived waste
- Provide on-site removal activity oversight

C-3. Remedial Investigation Report Review

- Review the technical aspects of the draft Remedial Investigation Report. This consists of a review of all report information on:
 - Sampling, analyses, and QA procedures for accuracy, by comparing it to guidance specifications, the project work plan or QAPjP specifications and to the oversight records on these procedures.
 - Prepare detailed comments noting all discrepancies and deficiencies (in the draft report) and comment on the adequacy of the data collected and the adequacy and accuracy of the site

characterization, with recommendations for additional fieldwork, if warranted.

C-4. Baseline Risk Assessment

For PRP sites, the contractor shall review or prepare the baseline risk assessment, including completion of the RAGS Part D standardized tables. For federal facility-lead sites, the Contractor shall review the baseline risk assessment. Development of the human health risk assessment consists of the four sequential components described below:

- Data collection and evaluation - review all data on hazardous substances found at the site, identify the contaminants of concern, and present the data in a tabulated format. For PRP-lead sites, prepare a technical memorandum listing all hazardous substances present at the site and the Contractor's suggested contaminants of concern with the known ambient concentrations (e.g., background concentrations).
- Exposure assessment and documentation - identify or review data on actual and potential receptors, exposure points, and pathways. For each exposure point, the release source, transport media (e.g., soil, air, groundwater, etc.), and exposure route (e.g., oral, dermal, etc.) shall be clearly delineated.
- Toxicity assessment and documentation - utilize information from IRIS, HEAST, and similar databases to develop or review a toxicity assessment of the contaminants of concern. This assessment (report) shall include:
 - 1.) types of adverse health effects and/or environmental effects associated with chemical exposures
 - 2.) relationships between magnitude of exposures and adverse effects
 - 3.) related uncertainties of contaminant toxicity (e.g., the weight of evidence for a chemical's carcinogenicity).
- Risk characterization - integrate the ambient concentrations and average and reasonable maximum exposure assumptions with the information developed during the exposure and toxicity assessment to characterize and quantify the current and potential risk to human health posed by the site. The risk characterization shall clearly identify and discuss uncertainties, including those associated with contaminants, toxicities, and exposure assumptions.

The Contractor shall support EPA with any or all of the responsibilities listed below:

- Toxicity and effects of the hazardous substances present,
- The contaminant fate and transport,
- The potential for human exposure,
- The risk of potential impacts or threats on human health or the environment

The contractor shall provide risk assessment support in accordance with the following guidance:

- The Integrated Risk Information System (IRIS); and
- The Health Effects Assessment Summary Tables (HEAST);

For Baseline Human Health Risk Assessments:

Risk Assessment Guidance for Superfund (RAGS), Volume I: Human Health Evaluation

Manual: Part A, Baseline Risk Assessment. Interim Final. December 1989. EPA 540/1-89/002. NTIS PB90-155581.
Part B, Development of Risk-Based Preliminary Remediation Goals. December 1991. EPA 540/R-92/003. OSWER Directive 9285.7-01B. NTIS PB92-963333,
Part C, Risk Evaluation of Remedial Alternatives. December 1991. EPA/540/R-92/004. OSWER Directive 9285.7-01C. NTIS PB92-963334,
Part D, Standardized Planning, Reporting and Review of Superfund Risk Assessments. January 1998. EPA 540-R-97-033. OSWER Directive 9285.7-01D. NTIS PB97-963305; and

Supplemental Guidance to RAGS: Calculating the Concentration Term. June 22, 1992. OSWER Directive 9285.7-08I.

C-5. Ecological Risk Assessment

The risk to the environment from exposure to contaminants shall be addressed. The Contractor shall be tasked to:

- Conduct the ecological risk assessment for PRP lead sites
- Review the ecological risk assessment prepared by the federal facility
- Provide any comments in a written report.

See the following sources for guidance:

- “Ecological Risk Assessment Guidance for Superfund: Process for Designing and Conducting Ecological Risk Assessment.” Interim Final dated June 5, 1997
- “Risk Assessment Guidance for Superfund, Volume II, Environmental Evaluation Manual,” Interim Final dated March 1989
- “Guidance for Data Useability in Risk Assessment” Interim Final dated October 1990

Standard Default Exposure Factors. Interim Final. OSWER Directive 9285.6-03.

March 25, 1991.

Final Guidance Data Useability in Risk Assessment (Part A). April 1992. OSWER Directive 9285.7-09A. NTIS PB92-963356.

Guidance for Data Useability in Risk Assessment (Part B). May 1992. OSWER Directive 9285.7-09B. NTIS PB92-963362.

Dermal Exposure Assessment: Principles and Applications. January 1992. EPA 600/8-91/011B.

Exposure Factors Handbook, Volumes 1,2,3.1997. EPA/600/P-95/002Fa.

Air/Superfund National Technical Guidance Study Series, Volumes I, II, III, and IV (EPA 450/1-89-001,002,003,004, July 1989).

Final Soil Screening Guidance, May 17, 1996. Soil Screening Guidance User's Guide. Office of Solid Waste and Emergency Response. EPA/540/R-96/018.

Soil Screening Guidance: Technical Background Document. EPA 540/R-94/126.

EPA Risk Characterization Program. Memorandum from Administrator Carol Browner. Office of the Administrator, Washington, DC. March 21, 1995.

Provisional Guidance for Quantitative Risk Assessment of Polycyclic Aromatic Hydrocarbons. Office of Research and Development, Washington, DC. EPA/600/R-93/C89.

PCBs: Cancer Dose-Response Assessment and Application to Environmental Mixtures. Office of Research and Development, Washington, DC. EPA/600/P-96/001A.

Revised Interim Soil Lead Guidance for CERCLA Sites and RCRA Corrective Action Facilities. July 14, 1994. OSWER Directive 9355.4-12.

Ecological Risk Assessment Guidance for Superfund, Process for Designing and Conducting Ecological Risk Assessments. June 1997. EPA/540-R-97-006.

Ecological Assessment of Hazardous Waste Sites: A Field and Laboratory Reference Document. EPA 600/3-89/013. March 1989.

EcoUpdate: Intermittent Bulletins, Supplemental Guidance to RAGS, Vol. II. EPA Publications 9345.0-051.

C-6. Feasibility Study (FS) Report Review

The Contractor shall:

- Evaluate the FS and the conclusions presented. The Contractor shall evaluate whether all applicable technologies are included in the discussion of preliminary remediation alternatives, and if treatability study findings are accurately addressed, if one was conducted.
- Review engineering data and cost analyses for accuracy of remedial technologies described and accuracy of cost projections, and the ARAR evaluation for each alternative.
- Review the documented remedial alternatives screening process and provide an evaluation as to whether viable technologies were omitted and if unsuitable technologies were recommended.
- Review the comparative analysis results of treatment choices against the evaluation criteria for accuracy and completeness. The Contractor shall prepare detailed comments on all discrepancies and deficiencies identified in the FS, and shall provide these comments to the EPA WAM.
- Support EPA in reviewing and consolidating other comments received on the draft FS, such as those made by the state.
- EPA will make its recommendations regarding the FS to the Federal facility or PRP. The Contractor shall be available to provide technical input during these presentations. The Contractor shall also review subsequent FS drafts and evaluate whether EPA recommendations have been incorporated.

C-7. Treatability Studies

Treatability studies are conducted to:

- Obtain data to develop and evaluate treatment alternatives
- Support the design of selected response alternatives
- Reduce cost and performance uncertainties for treatment alternatives

The contractor shall:

- a. Be on location where the treatability test(s) is conducted and observe the actual test,

- b. Review the report on the treatability study for accuracy and provide comments and recommendations to the EPA concerning any possible discrepancies and when apparent non-compliance is observed.
- c. Review treatability study test plans and procedures for technical adequacy in accordance with EPA guidance cited below.
- d. Maintain a detailed log of all field observations, including all apparent incidents where activities not consistent with the Treatability Study Work plan and EPA guidance are observed, and shall advise the EPA WAM when these incidents occur.

The contractor shall review treatability studies for conformance with the following:

“Guide for Conducting Treatability Studies Under CERCLA”, EPA/540/R-92/071A
OSWER DIRECTIVE-9380.3-10, NTIS Order Number: PB93-126787INX

D. RD/RA OVERSIGHT ACTIVITIES

The contractor shall assist EPA in overseeing the effectiveness of the implemented remedy. Required oversight services shall include: field inspections, removal oversight, sampling, sample analysis, data validation, development of health and safety plans and QA/QC plans, implementation of chain of custody procedures, preparation of reports, evaluation of training of on-site personnel operating equipment associated with the remedial action, monitoring of the effectiveness of remedy, review any modifications of remedy; or the oversight of these activities. The task list below addresses the generic RD/RA and removal oversight tasks, which may be ordered through work assignments in support of Section II.D. More specific requirements follow the generic list for:

- Remedial Design Evaluations
- Remedial Action Evaluations
- Post Remedial Action Evaluations
- Oversight of Removal Actions

D-1 Remedial Design Evaluation Task List

More specifically, the contractor shall:

1. Review the technical aspects of the proposed remedial design approach.

The Contractor shall consider the following factors:

- Technical requirements of the Record of Decision (ROD), ARARs, order or FFA;

- Generally accepted environmental protection measures and technologies;
 - Standard professional engineering practices;
 - Completeness, construct-ability and bid-ability;
 - Applicable statutes, EPA policies, directives, and regulations;
 - Evaluation of pre-design and design data;
 - Evaluation of the proposed siting of the remedy, disposal site and mitigation areas and consideration of any site constraints or unique features;
 - Design calculations to assess professional quality of design activities (achieved by spot checks); and,
 - Whether the planning and construction schedules meet project completion goals.
2. Follow up with a written report(s)
 3. Review and provide comments to EPA on the Work Plan(s), sampling and analyses plan(s), QAPjP(s), and other plans developed by the federal facility or PRP.
 4. Provide field oversight for pre-design and design sampling activities.
 5. Observe sampling activities for compliance with the FFA, IAG, or settlement documents and approved sampling and analysis plan(s) and QAPjP(s). Any apparent deviations from the FFA, IAG, settlement documents, or the approved plans shall be verbally reported to EPA and then documented in a trip report.
 6. Maintain a diary or log of observations at the site, including interactions with all parties, results of field tests, concerns or discussions about conformance with the approved plans, and apparent deviations from the approved plans.
 7. Prepare letter reports documenting the sampling activities performed,
 8. Monitor RD field activities for compliance with the requirements of the Work plan and with the FFA or order.
 9. Review the sample analyses prepared by the federal facility or PRP and identify data gaps. This also includes conducting sample validation and lab audits to ensure that the analyses were carried out according to EPA guidelines and guidance.
 10. Review and provide comments to EPA on interim, draft, and final reports summarizing the results of sampling activities and data analyses performed for the pre-design and remedial design.
 11. Review preliminary, draft final, and final design documents.
 12. Provide technical support and comments on the development or review of RD- related documents such as contingency plans and operations and maintenance plans.
 13. During the RD phase review for technical adequacy the following:
 - treatability studies,

- test plans and procedures,
 - pilot tests.
14. Observe treatability studies. This includes observation of work efforts related to the conduct of laboratory screening, bench-scale and pilot-scale treatability studies.
 15. Evaluate whether the treatability study Work Plan is followed.
 16. Maintain a log, which fully substantiates its position with regard to these apparent inconsistencies and submit this log to EPA as a part of the oversight report.
 17. Observe the gathering of contaminated material for the study and evaluate whether the proper chain of custody and contaminants analysis procedures are employed prior to and after the material is treated.
 18. Monitor the disposal of the investigation-derived waste, evaluate whether the federal and state off-site disposal requirements and policies are being addressed, and prepare a report.
 19. Review treatability study test plans and procedures for technical adequacy and follow up with a written report(s).

D-2. Remedial Action Evaluations Task List

1. Maintain a detailed log of all field observations, including all apparent incidents where there are activities not consistent with the Treatability Study Work plan.
2. Review and monitor the performance of the remedial action. The Contractor shall:
 - Review remedial activities and documents to evaluate and recommend whether they are consistent with the ROD, FFA, PRP order or consent decree, ARARs, approved design plans, specifications, Quality Assurance and Quality Control Plans, generally accepted engineering and construction practices, and applicable EPA policies.
 - Assess whether the activity is performed in a manner protective of public health and the environment.
 - Follow up with a written report(s)
3. Review all deliverables submitted by the federal facility or PRP during the course of the remedial action. Reviews include the following:
 - Remedial Action Work plan and construction schedules for reasonableness in approach to the implementation of the remedial design within the terms of the FFA, order or consent decree;
 - Construction procurement specifications for technical adequacy and timeliness;
 - Change orders, work directives, and modifications made by the federal facility or PRP remedial action contractor for consistency with the FFA, order, or consent decree;
 - Shop/record drawings, change orders and modifications to the design plans and

- specifications;
 - Progress reports of the remedial action contractor and other reports on the schedule and progress of work;
 - Monitoring data submitted to evaluate if the action levels have been exceeded and if so, verifying that corrective actions were promptly taken;
 - Construction Quality Assurance Plan, Construction Health and Safety Plan and Operation and Maintenance and Monitoring Plan, if these documents are modified from those submitted during the RD phase; and,
 - Superfund Completion Report which documents the completion of the remedial action.
4. Accompany EPA at the pre-construction conference, progress briefings, and other meetings to provide logistical and technical support on RA oversight
 5. Provide field construction oversight to monitor the general progress of the remedial action and make on-site observations of the work in progress
 6. Monitor adherence to the Health and Safety plan and development and implementation of the QA/QC plan.
 7. Provide support for field sampling activities. These activities shall include:
 - characterizing, or supporting in the characterization of, site conditions prior to remedial action
 - assess the degree of treatment achieved at each site in relation to the design for that site.
 - collecting and analyzing of air, soil, ground water, surface water and sediment.
 - radiation analysis will be required. This sampling includes both direct and oversight or split sampling activities to monitor the Federal facility's contractors.
 - record all details noted during each inspection and during sample collection efforts.
 8. Employ EPA-approved protocols for sample storage considerations, chain-of-custody, sample document forms, labels, and shipping requirements for all collected samples. The Contractor shall plan to utilize the Contract Laboratory Program or Regional laboratory for sample analyses.
 9. Prepare monthly letter reports documenting construction progress, change orders, any deviations from the FFA, order or consent decree, approved plans and specifications, and any other potential problems noted by oversight personnel.
 10. Attend the pre-final and final inspections to support EPA in reviewing the list of items requiring correction and verifying that all items have been completed or corrected.
 11. Document for EPA use all outstanding "punch list" items and any other items discussed during the inspection. The contractor shall format the "punch list" to facilitate its use as a guide and to document the results of any follow-up inspections.
 12. Coordinate independent sampling, which will be used by EPA in evaluating compliance with the remedial design specifications and the cleanup standards identified in the ROD.
 13. Provide comparison reports of analytical results, with apparent areas of non-

compliance clearly identified.

D-3. Post-Remedial Action Activities

This support requires observing the initial operation of the plant, system, or process. This shall include observation of the start-up and shut down (including emergency shut down) and routine operating procedures. The Contractor shall provide a detailed record of observations to the Agency. The Contractor shall:

1. Coordinate conformational sampling.
2. Support EPA in performing five-year reviews in accordance with OSWER Directive 9355.7-02, Structure and Components of Five-Year Reviews. The Contractor shall consider all current and past remedial activities at the site. This shall include checking/monitoring the status of institutional controls to ensure that the controls are still in place and being tracked by the facility or service.
3. Review documents and site files, to become knowledgeable with the history and status of the site.
4. Review ARARs in the ROD(s) and the ROD Summary(ies) and review Federal, state, or local regulations related to public health or the environment, promulgated subsequent to the ROD, for changes in standards.
5. Conduct a management system review and technical compliance evaluation of specific elements of the remedial action required to protect human health and the environment.
6. Prepare a draft five-year review report or review a five-year review report, providing the information listed below. A discussion of the following shall be included in the report:
 - Background information, including an introduction;
 - Statement of remedial objectives;
 - Summary of findings;
 - Preparation of a review summary including technology recommendations, requirements for recommendation implementation and a general statement of protectiveness of the current remedy; and,
 - Summary of requirements to serve as the basis for subsequent five-year review, if required.

D-4 Oversight of Removal Actions

1. Provide on-site support for removal actions
2. Review Engineering Evaluation/Cost Analysis (EE/CA)
3. EPA activities listed under RI/FS oversight may also be classified as removals.

E. GENERAL NEGOTIATIONS SUPPORT

The task list below addresses the generic negotiations/ expert witness/litigation support tasks, which may be ordered through work assignments. In no event will the contractor provide any legal services to the EPA. More specific requirements follow the generic list for:

- Locating and securing qualified experts
- Support in the preparation of technical documents
- Support for Administrative Dispute Resolution
- Support for Alternative Dispute Resolution (ADR)
- Utilizing a database which will manage and track all supporting documentation

Support Task List

More specifically, the contractor shall:

1. Locate and secure qualified experts, to support EPA actions in science, technical, financial, or other fields
2. Provide EPA with appropriate resumes, and when there is more than one final candidate a rationale, which discusses the basis for a recommendation of a final candidate
3. Research and provide to the EPA Contracting Officer information regarding conflicts of interest that a potential expert may have
4. Notify and coordinate with the EPA WAM if a candidate from EPA or another government agency is a possible final candidate for selection as an expert.
5. Scientific or technical experts shall:
 - prepare a written statement or affidavit describing the expert's background and education qualifications, publications, and experience in the field of hazardous waste;
 - visit the hazardous waste site and other locations pertinent to the site/case;
 - review government, PRP, and public comments and reports relevant to the site/case, including the administrative record, and provide an evaluation either orally or in writing;
 - review the literature for information relevant to the site/case;
 - participate as a technical advisor to EPA/DOJ in connection with negotiation/litigation;
 - present technical opinions and factual information in deposition of a case;
 - give testimony as an expert witness providing written or oral testimony in Federal court and/or administrative hearings; and,
 - perform tasks described elsewhere in this SOW.
6. Provide technical support in the preparation of documents for negotiations, including the scope and extent of technical requirements to be included in the scope of work;

7. provide technical support during PRP and FFA negotiations;
8. provide a technical review of federal facility or PRP offers and Work plans (this includes evaluating the technical and financial ability of the PRP to conduct the proposed response action);
9. provide technical support to EPA during the review of settlements,
10. publish the notices, meetings, and review and response to comments following EPA review and approval;
- 11 collect and develop technical information for the Agency's use in evaluating and preparing Non-binding Preliminary Allocations of Responsibility (NBARs) and for the Agency's use in support for subpoenas.
12. coordinate natural resource damage determinations and NEPA related activities;
13. evaluate the federal facility's or PRP's Work plans with regard to the technical requirements and schedules set forth in pertinent legal documents such as the ROD, FFA, orders, and Decrees;
14. review of technical reports and other data submitted by a federal facility or PRP for scientific or engineering validity; and,
15. prepare draft summary documents of meetings between EPA and the federal facility or PRP representatives, and other related parties.
16. collect and summarize all available cost documentation incurred in the performance of this contract
17. provide technical support for the preparation of a written statement of dispute.

Such support would consist of:

- participating in meetings/conference calls
 - preparing draft technical memoranda.
 - Support of subject matter experts, as identified above, may be required
18. support EPA in the technical aspects of the dispute resolution process outlined in the Administrative Order on Consent or Consent Decree
 19. prepare draft technical support documentation related to mediation, non-binding fact-finding, and non-binding arbitration (see "Final Guidance on Use of Alternative Dispute Resolution Techniques in Enforcement Actions" dated August 14, 1987).
 20. be present during the ADR process to provide technical advice to EPA,
 21. utilize a database, which will manage and track all supporting documentation for negotiations, dispute resolution, or litigation

E-1. Expert Witness /Litigation Support

This support requires the contractor to locate and secure qualified experts, at times on short

notice, to support EPA actions in science, technical, financial, or other fields.

E-2. Administrative Dispute Resolution

Administrative Dispute Resolution support requires:

- Technical support to EPA in implementing Section 120 of SARA and the dispute resolution process outlined in a specific FFA or Memorandum of Understanding (MOU).
- For PRP (non-Federal) oversight assignments, support to EPA in the technical aspects of the Administrative Order on Consent or Consent Decree

E-3. Alternative Dispute Resolution

For PRP (non-Federal) oversight assignments, the Contractor shall:

- Provide technical support EPA in implementing Section 122 of CERCLA and Alternative Dispute Resolution (ADR) actions
- Draft technical support documentation related to mediation, non-binding fact-finding, and non-binding arbitration.

E-4. Document and Data Management

The contractor shall maintain a database to track correspondence, reports, pertinent samples, interviews, records, and other documents and data as requested by EPA.

F. OTHER TECHNICAL SUPPORT

The task list below addresses the generic other technical support tasks which may be ordered through work assignments in support of Section II. F. More specific requirements follow the generic list for:

- Provide technical support for development and implementation of community involvement activities at federal facilities
- Provide the services of a facilitator
- Technical and community involvement support on Base Closures
- Meeting support

Other Technical Support Task List

More specifically the contractor shall:

1. Provide technical support to EPA in the development, planning, and implementation of community involvement activities at federal facilities.
2. Seek community comments on the alternative or recommended remedies;
3. Prepare general or site-specific fact sheets;
4. Provide technical support for planning and conducting public meetings and technical discussions involving the public;
5. Provide technical support for planning and conducting:
 - public briefings,
 - conferences,
 - workshops,
 - site-specific/restoration advisory boards, and
 - training workshops;
6. Writing and/or placing newspaper notices regarding the availability of site-specific related documents and schedules for public meetings.
7. Provide the services of a facilitator for each partnering initiative called for by EPA, the facilitator is in a non-decision making role,
8. Provide team training, and federal facilities partnering workshops,
9. Provide technical and community involvement support in:
 - identification and assessment of emerging waste management and clean-up technologies,
 - regulatory issues related to implementation of Base Closure Program,
 - effectiveness of remediation technology selection process,.
10. Interface with EPA, state, and local officials, Federal agencies and affected communities.
11. Develop and participate in federal facility or PRP work groups. These work groups may focus on a variety of issues, including such topics as value engineering and evolving or innovative treatment technologies.

F-1. Community Involvement Activities

The contractor shall perform public participation tasks to ensure that public and private interests are kept informed of response events and activities and that all parties' concerns are

considered throughout the process.

The contractor shall perform public participation tasks in conformance with:

“Community Relations in Superfund: A Handbook”, January 1992

"Public Participation Guidance for On-Scene Coordinators: Community Relations and the Administrative Record", OSWER Directive 9360-05, June 1992

Section 117 of SARA, the NCP, and

Superfund Community Involvement Handbook and Tool Kit (1998) in the planning and implementation of community involvement activities.

F-2. Partnering

EPA utilizes partnering as a means of bringing about renewed understanding of common goals and priorities, faster, more-effective completion of cleanups, greater benefit to the community, a greater sense of mutual trust and cooperation, and shared goals and schedules.

For each partnering initiative called for by EPA, the Contractor shall provide the services of a facilitator. Partnering initiatives may typically consist of some initial planning or scoping session(s), possibly including team-training exercises, followed by periodic facilitated working meetings that may also include team-building exercises.

F-3. Base Closure

The Contractor shall provide technical and community involvement support in:

- Identification and assessment of emerging Federal waste management and clean-up technologies
- Regulatory issues related to implementation of the Base Closure Program,
- The effectiveness of remediation technology selection process, and other site-specific issues.
- Interface will be required with EPA, state and local officials, Federal agencies and affected communities.

F-4. Project-Specific Technical Support

The Contractor shall be required to provide specific technical support on a case-by-case basis

including:

- Meeting Support- logistical support to EPA in the preparation for, and the conduct of, meetings on such topics as community involvement, technology transfer, alternative remedial technologies and RODs, as well as progress briefings and other meetings relevant to the site WA.
- Federal Facility or PRP Work Groups- develop and participate in Federal facility or PRP work groups.
- Analysis of innovative characterization and remedial technologies -analyze innovative characterization and remedial technologies proposed for use at Federal facilities or other Superfund sites. Review test plans and conceptual design reports, as well as the results of initial work efforts.

G. Sampling/Analytical Support Services and Data Management

The task list below addresses the generic sampling and data management support tasks, which may be ordered through work assignments in support of all activities in the Statement of Work. More specific requirements follow the generic list for:

- Provide sampling and analytical support,
- Provide long term monitoring support
- Collect environmental samples.

Support Task List

More specifically, the contractor shall:

1. Perform tasks such as:
 - Field sampling
 - Ground water sampling
 - Surface soil sampling
 - Soil boring sampling
 - Permeability sampling
 - Surface water and sediment sampling
 - Air monitoring and biota sampling
2. Perform split sampling on task #1 above
3. Provide coordination support between EPA and the CLP program by:

- Preparing Unique Laboratory Sample Analysis (ULSA) requests,
 - Performing sample preparation and shipment.
4. Provide data validation capabilities (process by which the quality of the data and chain of custody are verified) and review of the usability of the data.
 5. Compile analytical data. Typical activities shall include data reduction and tabulation and data evaluation and formatting the data for input into a Regional database.
 6. Review all Federal facility or PRP records containing information on analytical analyses performed, and convert this information to the format needed for entry into EPA's CLP/non-CLP analytical services tracking system.
 7. Provide tracking information to the EPA on a monthly basis.
 8. Provide for NON-CLP analysis when require.

G.1 Sampling/Analytical Support Services

I. Quality Assurance Requirements

The following Quality Assurance requirements will apply to all tasks and work assignments issued under this contract.

- Prepare a Quality Management Plan (QMP), according to the format and content listed in:
ANSI/ASQC-E4 AMERICAN NATIONAL STANDARD Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs, and EPA QA/R-2 EPA Requirements for Quality Management Plans
- Review the QMP on an annual basis to determine if the QMP needs to be updated. Any updates shall be submitted for approval by EPA Regional Quality Assurance manager.
- Prepare a generic Quality Assurance Project Plan (QAPP), and submit it for review by EPA Quality Assurance manager, prior to any environmental data collection activities under the contract. The generic QAPP shall be prepared in accordance to:

EPA QA/R-5 EPA Requirements for Quality Assurance Project Plans, and

EPA QA/G-5 Guidance on Quality Assurance Project Plans

- The QAPP or associated Standard Operating Procedures shall describe all sampling and analysis procedures used by the contractor when performing work under this contract.
- Prepare and submit for EPA critical review and approval, general Standard Operating Procedures (SOPs) that the contractor will follow for environmental data collection activities

- Prepare site-specific Quality Assurance Project Plans for tasks that involve environmental data collection activities. Site-specific QAPPs shall be approved by EPA QA personnel prior to the start of any environmental data collection activities.
- Perform periodic management system reviews or other QA audits of their internal QA systems and program for this contract. The findings of the QA reviews shall be provided to the EPA Regional QA manager.

The Contractor shall conduct quality assurance activities in accordance with its EPA approved QAPP and QAPjP. These plans shall be consistent with QA/G-2: EPA Guidance on Preparing Quality Assurance Program Plans, QA/R-5: EPA Guidance on Preparing Quality Assurance Project Plans, and QA/G-4: EPA Guidance for the Data Quality Objectives Process, EPA QA/G-5 Guidance on Quality Assurance Project Plans or other specified guidance. See <http://www.epa.gov/quality/qatools.html> for guidance referenced in (G.1).

G.2 Data Management Services

The contractor shall:

- Provide support in developing automated and written management information systems and record management systems in support of the internal management of the Superfund program.
- Develop, maintain, enhance and operate regional tracking systems, databases, spreadsheets, reporting systems and subroutines for conversion of existing data between systems.
- Provide support in developing, preparing, and modifying draft GIS reports for sites in the Superfund program.
- Provide support-utilizing information stored in CERCLIS III, mainframe LAN/WAN information system and databases, and any other related databases or information management systems.

H. Unexploded Ordnance (UXO)

The task list below addresses the generic oversight tasks, which may be ordered in support of UXO oversight support. The Contractor shall perform the following tasks with regard to UXO:

- UXO detection and avoidance support
- Safety escorts for initial site characterizations such as
 - PA/SIs,
 - Removal assessments,

· RIs, RFAs, and RFIs.

- Technical review of proposed UXO cleanup actions on CERCLA removal and remedial actions, RCRA CMS, and RCRA Subpart X permitting for open burn/open detonation (OB/OD).
- Evaluation of demilitarization vs. OB/OD options for waste munitions and UXO.
- Field oversight on CERCLA removal and remedial actions and RCRA Subpart X permit compliance.
- RCRA Munitions Rule compliance support.
- Independent quality assurance for UXO clearance operations for CERCLA removal and remedial actions and RCRA corrective actions.
- Range Rule compliance support.
- Archival search report review and summarization
- Analysis of potential for environmental release and persistence of chemicals related to explosives
- Chemical warfare agent analysis
- Risk assessments based on industry standards for the UXO and residual chemicals

ATTACHMENT 2

ROC REPORTS OF WORK

REGIONAL OVERSIGHT CONTRACT (ROC)

REPORTS OF WORK

REPORTS OF WORK

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LIST OF ACRONYMS

CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CO	Contracting Officer
CLP	Contract Lab Program
CPAF	Cost-Plus-Award-Fee Contract
CPFF	Cost-Plus-Fixed-Fee Contract
DED	Data Element Dictionary
DOJ	Department of Justice
EPA	Environmental Protection Agency
EPAAR	EPA Acquisition Regulations
FAR	Federal Acquisition Regulations
FDO	Fee Determination Official
FMD	Financial Management Division, EPA
G&A	General & Administrative Costs
HQ	Headquarters, EPA
LOE	Level-of-Effort
NCP	National Contingency Plan
OAM	Office of Acquisition Management
ODC	Other Direct Costs
OIG	Office of Inspector General, EPA
OERR	Office of Emergency and Remedial Response, OSWER, EPA
OFFE	Office of Federal Facilities Enforcement
OSC	On-Scene Coordinator
OSWER	Office of Solid Waste and Emergency Response

PEB	Performance Evaluation Board
PO	Project Officer
PRP	Potentially Responsible Party
RA	Remedial Action
RD	Remedial Design
RI/FS	Remedial Investigation/Feasibility Study
ROC	Regional Oversight Contract
ROD	Record of Decision
RPM	Remedial Project Manager
SARA	Superfund Amendments and Authorization Act
SOW	Statement of Work
USACE	U.S. Army Corps of Engineers
WA	Work Assignment
WAM	Work Assignment Manager

TABLE 1

NUMBER	REPORT TITLE	FREQUENCY	# OF COPIES	RECIPIENTS
2	Progress Reports <ul style="list-style-type: none"> • Summary (narrative) • Contract Management Indicator Report • WA Reports • Contract Financial Status Reports • Contract Invoice Backup Reports • Electronic Report 	Monthly	6	RPO(2), CO, NC-HQ FMD(2)
3	Work Plans	As reqd. by WA	As reqd. by WA	RPO, CO, WAM
4	Project Reports	As reqd. by WA	As reqd. by WA	As required by WA
5	Non-CLP Tracking	Monthly	2	PO

LEGEND:

National Coordinator-Headquarters (NC-HQ)
 Regional Project Officer (RPO)
 Contracting Officer (CO)
 Financial Management Division (FMD)
 Quality Assurance Officer (QAO)

REPORTS OF WORK

1.0 INTRODUCTION TO ROC REPORTS

1.1 Overview

EPA requires Regional Oversight Contractors to submit various types of information on their work, ranging from Work Assignment Work Plans to project deliverables. The purpose of this Attachment is to describe the six categories of reports of work Contractors will be required to provide routinely to EPA under a Regional Oversight Contract (ROC). Required report format, content, and submission instructions are also presented here.

Section I of this Attachment contains summary level descriptions of each report category along with general reporting instructions for ROC contractors. Instructions for billing report preparation costs are also found in this section. Detailed information and guidance for completing the individual reports that fall within the six ROC reports of work categories are presented in Sections 2 through 7.

1.2 Report Categories

The six categories of ROC reports are: (1) Progress Reports for Monitoring Costs and Progress of Work; (2) National Reports for Updating EPA Headquarters Regarding the Contract Status; (3) Work Assignment Work Plans; (4) Project Reports; (5) Cost Recovery Documentation; and (6) Non-CLP Analytical Services Tracking. Summary-level information about these reports is presented in Table 1.

1.3 General Reporting Instructions

Narrative descriptions and specific instructions for completion and submission of each report are found in sections 2.0 through 7.0 of this Attachment. While the report descriptions serve as a baseline for the required reports, additional reporting requirements may be imposed to meet EPA's contractual or programmatic information needs, such as for cost recovery documentation purposes. The EPA Project Officer may specify changes in the content and/or format of specific reports. Any Contractor-initiated changes to these reports shall be approved in advance by the PO.

TECHNICAL REPORT ABSTRACT

The Contractor shall include the following data on each report delivered under this contract:

REPORT TITLE _____

REPORT DATE _____

CONTRACT NUMBER _____

PRIME CONTRACTOR _____

WORK ASSIGNMENT NO. DELIVERY ORDER NO. (if applicable)

PROJECT OFFICER _____

PROJECT OFFICER ADDRESS _____ TEL _____

WORK ASSIGNMENT MANAGER _____

WORK ASSIGNMENT MGR ADDRESS _____ TEL _____

PROGRAM OFFICE _____

NO. OF PAGES IN REPORT _____

DOES THIS REPORT CONTAIN CONFIDENTIAL BUSINESS INFORMATION

YES _____ NO _____

REPORT ABSTRACT - Include a brief (200 words or less) factual summary of the scope and nature of the work performed and referenced in the report.

KEY WORDS/DESCRIPTIONS - Select the scientific or engineering terms that identify the major concept of the research and are sufficiently specific and precise to be used as index entries for cataloging.

For the purpose of this submission, Technical Reports include:

Reports delivered under the contract in response to work assignments, delivery orders, or the basic contract which are scholarly, scientific reports of:

(1) information which contributes to the body of knowledge in the environmental sciences and/or environmental process and systems.

(2) information, critique, or analysis of issues or processes of concern to EPA and its programs and systems.

(3) information that advances the state of the art in environmental sciences and processes and systems.

The following are examples of technical reports included in this requirement:

- option analyses
- regulatory impact analyses
- economic impact analysis
- technical guidance documents
- methods development

- results of research projects
- technology assessment or technology transfer
- risk assessments
- records of decision
- feasibility studies
- remedial investigations
- remedial designs
- community relations reports
- design documents
- life cycle plans
- process models
- ADP studies
- comments on any technical report reviewed
- response to comments memorandums
- RCRA facility investigation work plans
- RCRA facility investigations
- corrective measure study work plans
- corrective measure studies
- interim corrective/stabilization measures
- interim corrective/stabilization measures work plans
- corrective measure designs
- corrective measure implementation work plans
- corrective measure implementation reports

For the purpose of this requirement, the following reports are excluded:

- reports relating to the business management aspects of the contract
- financial reports
- contract progress reports

The Contractor shall submit the technical report abstract at the time of delivering each initial draft and final technical report under the contract on a 3 1/2" floppy disk or compact disk or LS120 disk or Zip disk as specified by WA using Wordperfect 8.0 format. *Submittal via e-mail is also acceptable if allowed by PO or WAM.*

DELIVER TO: U.S. ENVIRONMENTAL PROTECTION AGENCY
INFORMATION RESOURCES MANAGEMENT DIVISION
CINCINNATI, OHIO 45268

A simultaneous hardcopy of the technical report abstract shall be submitted to the cognizant Project Officer. *Submittal via e-mail is also acceptable if allowed by PO or WAM.*

All documents shall be inspected and accepted in accordance with Clause E.2 of the contract.

TABLE 2
ROC PROGRESS REPORT COMPONENTS

REPORT NAME	REPORT NUMBER	REPORT CONTENTS
Summary-level Reports:		
ROC Contract Management Indicator Report	SUM-1	Analyzes program support vs. non-program support expenditures, ave. labor rates, use of term vs. completion form WAs, and highlights WAs at 75% of their expenditure limit.
Work Assignment-level Reports:		
Invoiced Costs vs. Incurred Costs	WA-1	Compares total costs incurred (\$\$\$ & LOE) vs. total costs invoiced.
Contract Financial Status Reports:		
Modification Log	CFS-1	Lists mods. and tracks impact on ceilings for term LOE/\$\$\$, completion \$\$\$, subpool \$\$\$, travel \$\$\$, and ODC \$\$.
Funding Status - Dollars	CFS-2	Contains contract-level info on expenditure limits, approved budget, and actual cumulative costs. Calculates several management indicator percentages.
Funding Status - Level of Effort	CFS-3	Contains contract-level info on LOE limits (term form WAs only), approved budget, and actual cumulative costs. Calculates several management indicator percentages.
Subpool Report - Contract Level	CFS-4	Contains variety of administrative data on all active subpool subcontracts, including activity/task codes and current/potential values.
Contract Invoice Backup Reports:		
Contract Summary Report	CIB-1	Shows current and cumulative LOE and dollars expended (contract-level) for the invoice period.
Work Assignment Summary	CIB-2	Shows current and cumulative LOE and dollars expended (WA-level) for the invoice period.
Work Assignment Travel Details	CIB-3	Captures detailed info on Local and Out of Town travel expenses (WA-level) for the invoice period.
Work Assignment Direct Costs	CIB-4	Captures detailed info on ODCs (WA-level) for the invoice period.
Work Assignment Subpool Detail	CIB-5	Shows current and cumulative LOE and dollars for the invoice period for active WAs, by Task.

REPORT NAME	REPORT NUMBER	REPORT CONTENTS
Invoice Site Attachment		Identifies the costs incurred at each site and/or operable unit with an EPA site/spill identifier (S/SID).

1.4 Billing for Report Preparation

Collection and reporting of site-specific information shall be billed under the applicable site Work Assignment. Preparation of contract-level (i.e., multi-site) information for reports and the compilation of site-specific information for monthly progress reports shall be billed under the Program Support Work Assignment under the heading "Information Control and Reporting".

2.0 ROC PROGRESS REPORTS

2.1 Overview

This section describes the requirements for the monthly Progress Report. The Progress Report consists of four parts: (1) Summary; (2) Work Assignment (WA) Reports; (3) Contract Financial Status Reports; and (4) Contract Invoice Backup Reports. Table 2 lists the specific reports Contractors must complete within each part. The report number and report contents are also captured in this Table.

Section 2.2 presents general specifications and formats for hardcopy sections of the ROC Progress Reports. Sections 2.3 through 2.6 contain detailed descriptions of the four Progress Report parts. Samples of the tabular reports are found in these sections. Site-specific invoicing, requirements are presented in section 2.7. Electronic reporting specifications for use in submitting computer-readable data on ROC contract progress and status to the EPA are found in Section 2.8. A "master" data element dictionary and computer-readable file definitions for the Electronic Progress Report are also presented here.

2.2 General Instructions

The Contractor shall prepare monthly Progress Reports which provide EPA with information on the financial and technical status of individual Work Assignments and the overall contract. The Progress Report shall include narrative discussions of work performed as well as financial data to enable the Agency to assess Contractor progress and compliance with work schedules and budgets.

Progress Reports and invoices shall cover the same calendar period to enable the POs and Work Assignment Managers (WAMs) to use both documents for invoice and progress reviews. Data elements used in both documents must be calculated using the same method to ensure that contract data presented in the monthly progress report match the same information presented in the monthly invoice.

The Contractor shall submit the Progress Report to the Project Officer and Contracting Officer *at the same time* as invoice submittal and no later than 20 days after the end of the reporting period. These procedures ensure that officials responsible for invoice approval have adequate and timely information available to review and approve the invoice. Note that progress reports shall be sent via regular mail (i.e., the cost of express mailing or

delivery shall not be billable to the contract).

The Contractor shall prepare the progress report as a working document in accordance with the specifications in the Ongoing Administrative Work Assignment Task 3, "Information Control Reporting". One copy provided to the EPA Project Officer shall be unbound and separated by Work Assignment reports for ease in distribution to the Work Assignment Managers (WAMs).

2.3 Progress Report Part 1: Summary

Contractors shall use the Summary Section of the Progress Report to provide EPA with a two to five page overview narrative which describes contract-level activities and utilization. It shall highlight key activities, deviations from planned schedules and budgets, and corrective actions taken and planned, including changes of personnel.

The Summary shall also include a set of defined management indicators. At a minimum, the Summary portion of the monthly Progress Report shall consist of a narrative and the Management Indicators Report:

ROC Contract Management Indicator Report (Report SUM-1)

This report has three parts. The first section, "Program Support vs. Remedial Ratios", enables EPA to compare the ratio of dollars/LOE expended for program support activities to nonprogram support activities. Other sections of this report capture data on average labor rates (Section 2), and Work Assignments which have used at least 75% of their expenditure limit (Section 3).

2.4 Progress Report Part 2: Work Assignment-Level Reports

Contractors shall use this section of the monthly Progress Report to provide EPA with Work Assignment-level technical and financial information. Technical information is reported by the Contractor in a narrative statement, while financial data is captured in four Work Assignment-Level Reports. The narrative statement for each Work Assignment shall address the following:

- @ a summary and highlights of progress and problems experienced on the Work Assignment during the reporting period;
- @ a detailed progress activity report for the Work Assignment;
- @ a tabular summary showing planned and actual start and completion dates for each of the Work Assignment Tasks, percent complete for each active Task, and schedule variances;
- @ discussion of schedule variances and corrective actions taken and planned; and
- @ projected Work Assignment activities by Task for the next reporting period.

Financial data for each Work Assignment shall be presented in standard, tabular reports which are found below.

ROC Work Assignment Invoiced Costs vs. Incurred Costs Report (Report WA-1)

This report gives EPA the ability to compare total costs incurred (dollars and LOE) to total costs invoiced to date for a Work Assignment. Examples of costs incurred but not invoiced include travel expenses not yet processed and subcontractor charges not yet paid to subcontractors. Cost data is reported on this form in the major billing categories, including: direct labor (by PL level); overhead; direct charges; travel; equipment; insurance; team subcontractors (by P-level); subpool; G&A; and base/award fee. "Current Month Incurred/Invoiced" equals current charges minus adjustments for previous months. "Current Month Total Incurred" equals current month incurred/invoiced plus estimated current month incurred but not invoiced.

2.5 Progress Report Part 3: Contract Financial Status Reports

Contractors shall use this section of the monthly Progress Report to provide EPA with contract- and Work Assignment-level technical and financial information. Technical information is reported by the Contractor in a narrative statement, while financial data is captured in the Contract Financial Status Reports. At a minimum, the narrative statement for the contract shall include a summary of areas of concern (i.e., cost variances and capacity issues), as well as discussion of corrective action(s) taken. When possible, the

narrative description should cross reference data in the six tabular reports. Financial data for each Work Assignment shall be presented in the standard, tabular reports which are found below.

ROC Contract Modification Log (Report CFS-1)

This report enables EPA to track all contract modifications from contract inception to the present. In addition to the modification number, date, and description, this report records the impact of each modification on overall contract funding and established ceiling levels for: term LOE and dollars; completion dollars; subpool dollars; travel dollars; and ODC dollars.

ROC Contract Funding Status - Dollars (Report CFS-2)

This report gives EPA the ability to compare contractor ceilings to cumulative actual costs at both the contract- and Work Assignment-level. Several management indicator percentages are computed, including the percentage of the approved budget that has been funded. It also provides summary totals and percentages contract, and records the Work Assignment number, site, and period of performance start/end dates.

ROC Contract Funding Status - Level of Effort (Report CFS-3)

Similar to Report CFS-2, this report contains contract-level information on level-of-effort (LOE) expenditure limits, approved budgets, and actuals by Work Assignment. It computes several management indicator percentages and gives totals at the contract level. This report captures information on all active and inactive Work Assignments, and records the Work Assignment number, site, and period of performance start/end dates.

ROC Contract Subpool Report - Contract Level
(Report CFS-4)

This report gives EPA a range of subcontractor information, including, cumulative costs for all active subpool subcontracts. It presents, by Work Assignment: subcontract number; type; agreement date; period of performance start/end dates; activity code and primary task code; and current/potential value. This report also gives EPA access to information on the business status of subcontractors (i.e., large business, small business, small disadvantaged business, small woman-owned business, small disadvantaged woman-owned business). The total 'current Value' on this report must equal the cumulative amount for 'Subpool' on the current invoice.

2.6 Progress Report Part 4: Contract Invoice Back Up Report

These six reports provide detailed cost breakdown for invoice line items. The invoice backup report shall be identified as Standard Form 1035-Invoice Continuation.

ROC Contract Invoice Backup Report - Contract Summary (Report CIB-1)

This contract level report enables EPA to compare the total current and cumulative level-of-effort (LOE) and dollar charges by Cost Element for the invoice period. Direct labor hours and dollars are tracked by Professional Labor category. The total on this report must match the cumulative totals on the individual invoices.

ROC Contract Invoice Backup Report - Work Assignment Summary (Report CIB-2)

This report shows current and cumulative level-of-effort (LOE) hours and dollars expended for the invoice period for each active Work Assignment, by task, *by action code, by operable unit or by unit name or number and by action sequence number*. This report also records direct labor LOE and dollars by P-level and by individual name. It includes a breakdown of LOE and dollars for Team subcontractors using loaded hourly rates. The total of these reports must match the totals on the invoice itself.

ROC Contract Invoice Backup Report - Work Assignment Travel Details (Report CIB-3)

This report captures detailed information for analysis by the Government on local and out of town travel expenses for each active work assignment. A lump sum figure is calculated for local travel data by task. Conversely, out of town travel is recorded by task, by destination, and by person. The purpose and dates of the trip are also noted. A subtotal for each trip must be shown and a total for all monthly travel invoiced.

ROC Contract Invoice Backup Report - Work Assignment Other Direct Cost Detail Report (Report CIB-4)

This report contains detailed information by Work Assignment on current Other Direct Costs, which included: computer hardware and software; equipment; photocopies; and other miscellaneous costs (e.g., mail and delivery services) on a task basis. Note that the total for all Work Assignments must match the total of "ODCs" and "Equipment" on the current invoice.

ROC Contract Invoice Backup Report - Work Assignment Subpool Detail (Report CIB-5)

This report gives EPA information on each subcontractor by Work Assignment and by Task. This report is similar to CFS-4, but is on a work assignment specific basis.

In addition to the subcontractor name, the report captures the Task number, an abbreviated Statement of Work, and period of performance. Other information portrayed in this report includes the subcontract number, the business status of the subcontractor, and the potential value and cumulative charges. The total of these reports must match the current invoice.

The following tables (sent via Lotus files) should be included here:

WA-1
CFS-1
CFS-2
CFS-3
CFS-4
CIB-1
CIB-2
CIB-3
CIB-4
CIB-5

ROC Contract Management Indicator Report (SUM-1)

For Work Performed Thru: October 31, 1992

Contractor:

Contract Number:

1. Program Support (PS) vs. Remedial Ratios							
	PS Hours	Remedial Hours (Term & Comp)	PS/Remed Hours	PS Dollars	Remedial Dol. (Term & Comp)	PS/Remedial Dollars	
Current Year	99,999	99,999	999.9	99,999,999.00	99,999,999.00	99,999,999.00	
Fiscal Year	99,999	99,999	999.9	99,999,999.00	99,999,999.00	99,999,999.00	
Contract	99,999	99,999	999.9	99,999,999.00	99,999,999.00	99,999,999.00	
2. Average Hourly Labor Rates							
Average labor rate in contract		999.99					
Average labor rate for current period		999.99					
Average labor rate for fiscal year		999.99					
Average labor rate for contract to date		999.99					
3. Work Assignments at 75% of Expenditure Limit							
		Expenditure Limit		Cumulative Acutal Costs		Percent Actual/ Expenditure Limit	
WA Number	Site	LOE	Dollars	LOE	Dollars	LOE	Dollars
00001-2L3	Joe's Dump	99,999	99,999,999.00	99,999.00	99,999,999.00	999.90	999.90
00004-207	Smith's Junction	99,999	99,999,999.00	99,999.00	99,999,999.00	999.90	999.90

2.7 Site-Specific Invoicing Requirements

The Contractor shall provide an invoice/voucher that identifies the costs incurred at each site and/or operable-unit with an EPA site/spill identifier (SSID). These invoices may be for : Current expenses, reclaim for suspended costs, indirect cost adjustments, or audit

adjustments. Invoices/vouchers for reclaiming suspended costs shall be submitted on a separate voucher. The voucher number shall be the original claim voucher number when suspensions are made. The letter “R” must be added to the end of the voucher number; ie **123R1**, (*if it requires more than one reclaim, invoices are to be numbered: 123R2, 123R3 etc.*). All indirect cost adjustments due to EPA approved indirect rate adjustments must be submitted to EPA on a separate invoice (claim or credit as the adjusted rate requires). The invoice number should end with letter “Z”, ie **117Z**. Likewise, adjustments due to audit reports and a contracting officer letter referring to the subject audit report/s, must be submitted to EPA on a separate invoice (claim or credit as the audit report requires). The invoice number should end with the letter “X”, ie **146X**. For example:

<i>Voucher purpose</i>	<i>Original voucher</i>	<i>Reclaim suspended costs</i>	<i>Indirect cost rate adjustments</i>	<i>Audit adjustments</i>
<i>Voucher number</i>	<i>123</i>	<i>123R1, 123R2..</i>	<i>117Z</i>	<i>146X</i>

Invoices shall also include the following information:

1. A cost element summary that summarizes all the costs invoiced for the billing period by cost element such as labor, travel, equipment, other direct, subcontractor and overhead or indirect costs, as identified elsewhere in the contract.

2. A site specific detail attachment (*S/S Attachment*) to the invoice. All invoiced costs are separated into the following categories:

- Sites with an EPA SSID, e.g. "01X3," one line per site should be used;
[See description at item 2 page 3].
- All other sites without an EPA SSID, e.g. "ZZ," one line per site should be used;
- Superfund non-site-specific costs for the whole contract and project support costs incurred on each multi-site work assignment, one line per work assignment;
- Non-Superfund costs, as applicable, one line item.

The required format of the invoice s/s attachment is provided in Exhibit I. The sum of the detailed costs on the s/s attachment must equal the total amount invoiced as shown on the cost element

summary. Contractors responsible for contracts that involve work assignments may submit a separate page for each work assignment [applying the same format] if so directed by the EPA project officer. The contractor shall use the invoice **s/s attachment** to record current monthly charges, indirect rate/audit adjustments, and adjustments for previously invoiced costs.

Contractors shall submit the invoices/vouchers in compliance with the contract “Submission of Invoices Clause.” to the Research Triangle Park-Financial Management Center (RTP-FMC).

At fiscal year-end, contractors shall also allocate their non-site-specific costs through the annual allocation process as described in Clause _____ within the Contract.

Questions regarding site specific invoicing requirements should be directed to the Chief, Contract Payment Section, RTP-FMC at (919)541-2304. Questions regarding Annual Allocation should be directed to the **Chief, Program and Cost Accounting Branch, Financial Management Division at (202)564-4925.**

EXPLANATION OF EXHIBIT I SITE SPECIFIC DETAIL ATTACHMENT

The contractor shall report the total invoiced costs on the invoice s/s attachment broken down by the five categories of site/non-site charges: *Sites with an EPA SSID; all other sites without an EPA SSID; Superfund non-site costs; non-Superfund costs, and previous invoice site corrections.* For each site/non-site charge incurred during the billing period, the contractor shall provide the following information:

Column # Column Title

1 (Optional) Technical Direction Document (TDDs) or Work Assignment

Number (WA) - The full WA number is provided by the applicable EPA contract manager, ie. the Work Assignment Manager. If the contractor is providing a separate page for each WA, the WA number may be placed in the upper left corner. Otherwise the work assignment or TDD numbers must be placed in this column.

2 Region/SSID- This four-digit code, i.e. *01X3* or *A1X3*, consists of:

a. The first digit will always be a **"0" ZERO**. Unless the region exceeds the use of two-digit sites; then the first digit will be an *alpha, ie. "A", "B"*.. Thus the SSID will be *A1X3*;

b. The second digit is the regional identifier, i.e. one (1) for Region I, two (2) for Region II etc. and zero (0) for Region X,

c. The third and fourth digits, representing the sites, are the last two digits of the four- digit SSID (*see 2.a*).

Example, if Region I sites did not exceed two digits, the Region/SSID will be 01X3; however, if Region I sites exceeded the two digits, the Region/SSID will be A1X3.

3 Action Code - Starting with FY96 funding, a two-digit action code must be used to represent different remedial, removal, and enforcement actions as provided by the Project Officer, via the work assignment (WA) or the technical direction document (TDD). However, for FY95 funding and before, the one-digit activity code may be used.

(Note- For FY 1995 and prior, it was called 'activity' code; from FY 1996 and forward, it will be called 'action' code).

4 **Operable Unit** - If an EPA SSID has been separated into operable units or sub-sites for cost recovery purposes and have not been assigned their own SSID, the costs should be included on the invoice by operable unit name and any numeric designation of two digits. The operable unit number must be provided by the EPA contract manager, ie Work Assignment Manager, Project Officer...etc. These operable unit costs should be subtotaled by the "parent" SSID for internal tracking purposes by EPA. These numbers may also be SWMU numbers for sites undergoing RCRA Corrective Action or DoD designated site numbers if EPA has adopted those numbers.

5 **Site Name or Non-site Description** - The name of the site, up to 28 characters. *When the site name exceeds 28 characters, use the first 28.* **NOTE:** For non-site-specific activities, use this column to briefly describe the non-site activity.

6 **Action Sequence Number(Cost Organization Code)**- The four-digit code used to represent the activities performed will be provided by the WAM/Project Officer on the Work Assignment (WA) or Technical Directive Document (TDD). This code is required for all Superfund costs (site-specific and non-site-specific).

7 **IFMS line Reference** - Column shall be left blank. The IFMS line reference will be inserted by an EPA invoice Approving Official (**PO**). This three-digit line reference is found on the Invoice Approval Form(2550- 19T) .

8 **Invoice Number/Legend** - For corrections, insert the invoice number referencing the original charge for which the correction is being made. An invoice legend must be included at the bottom of the attachment, or on a separate enclosure to the S/S Attachment. The invoice legend shall describe the reason for the correction as it relates to a previously invoiced and paid amount. If more than one correction is made, explanation must be given for each by referencing the invoice number. The net amount for all corrections in column nine (9) must always be zero "00."

9 **Current/Adjustment Amount** - The amount to be charged or credited to the SSID, Operable Unit, pre-SSID, or non-site-specific account. If there are operable units within a site, list the cost of each Operable Unit and provide a subtotal for each SSID. SSID's must be sorted by region and site within each region.

10 **Cumulative Charge** - Show the cumulative charge for each Operable Unit, SSID or Pre-SSID. Incurred and claimed charges should be listed and subtotaled on the S/S Attachment by row sequential order.

Row **Row Title**

1 **Previous invoice site corrections; *This is not for reclaiming previously suspended costs, nor intended for any indirect cost or audit adjustments.*** Only corrections or adjustments of site costs charged to previous invoices shall be listed in **Row 1**. The subtotal for all corrections or adjustments in this row should equal zero. Every line item correction or adjustment must reference an original invoice number where the charge first appeared and a reason for the adjustment.

2 **Sites W/SSID;** Costs for sites with an EPA SSID. The SSID is provided by the EPA contract manager, ie WAM, TDD or Project Officer (PO).

3 **Sites W/O SSID;** Costs associated with Superfund site-specific work where no SSID has been established "ZZ" accounts. Once the SSID is established, all "ZZ" costs associated with that site should be reclassified (adjusted from the "ZZ" to the appropriate site within 30 days of establishing the SSID). Thus, the contractor must, immediately, submit a letter to the Project Officer (PO) with an S/S Attachment. Only section one (1)-- ***Previous Invoice Site Correction--*** must be completed. Consequently, the PO approves the reclassification letter and sends it to RTP-Financial Management Center for cost redistribution.

4 **Non-site Superfund;** Superfund non-site-specific costs, along with base and award fees, as described below.

Contract-wide Program Management - Technical and Administrative;

For those contracts requiring separate identification of technical and administrative program management *such as* ARCS, the respective amounts should be delineated in compliance with instructions provided either by the contract or WA. The requirement for separation of program management is defined in "Administrative Guidance under ARCS" and is available from the ***Regional/Remedial Service Center, Superfund/RCRA Regional Procurement Operations Division, Office of Acquisition Management (OAM)*** at (202) 564-4712.

For contractors not subject to the technical/administrative differentiation requirements, contract -wide program management should be listed under "Contract-wide Program Management-Administrative."

Work Assignment Project Support; this line(s) shall include non-site-specific project support and management incurred with individual multi-site work assignments. The contractor should note that these costs should also be allocated to the sites under each respective work assignment as part of the annual allocation process. For further Guidance on annual allocation, contact the ***Program and Cost***

Accounting Branch at (202) 564-4925.

Other Non-Site-specific Activities; If the contractors engage in activities apart from program management as described above, which cannot be related to specific sites, each of these activities must be described under the column six (**Site Name/Non-site description**). The purpose of breaking out non-site activities from program support is to assist the contractor and EPA in preparing the Annual Allocation report at the end of the year. All non-site activities must be determined to be either site-support or program-wide for cost recovery through the Annual Allocation process. Please note that, like Contract-wide non-site activities, these are also allocated to sites through the Annual Allocation process. See the Annual allocation contract clause and guidance for further details or contact the **Chief, Program and Cost Accounting Branch at (202)564-4925.**

Base and Award Fees; Base and Award Fees **which are not** site-specific should be listed in this Superfund Non-site Section.

5 Non-superfund; All non-Superfund costs invoiced should be reported on the s/s attachment by appropriation such as Oil, RCRA...etc. These costs must be sorted by TDD/WA within each appropriation; as directed by the project officer.

6 Total Invoice Amount; This amount is the total of the costs listed in column 9, "Current/Adjustment Amount", i.e., the total charges for this billing period. This must equal the total amount on the invoice cost element summary. There should be no total for the cumulative charge column.

NOTES TO SITE ATTACHMENT:

- Provide one line per site or activity, sorted alpha/numerically and by Region.
- Page Formatting:

Upper Left Corner - Contract Number, Delivery Order Number (if applicable), Invoice Number, and Work Assignment (optional).

Upper Right Corner - Contractor Name and Invoice Period of Performance.

Bottom Left Corner - Invoice Legend for previous invoice adjustments. This information may be provided as an enclosure to the s/s attachment if it could not be provided on the bottom left corner.

Bottom Right Corner - Page number for the attachments, i.e. Page 1

of 7, 2 of 7, ...etc.

EXHIBIT I
SITE SPECIFIC DETAIL ATTACHMENT

CONTRACT #: 68-W1-1234

INVOICE #: 151

DELIVERY ORDER #: _____ CONTRACTOR NAME: ABC COMPANY

WORK ASSIGNMENT# _____ INVOICE PERIOD OF PERFORMANCE: 03/27/97-04/27/97

Sort by Region and by site

	#1	#2	#3	#4	#5	#6	#7	#8	#9	#10
Cost Categories	(Optional) TDD/ WA #	Regional SSID (4 positions)	Action Code (2 Pos)	Operable Unit (2 Pos)	Site Name Non-Site Description	Action Seq. # (Cost Org.Code) (4 pos)	IFM S line Reference (3 Pos)	Invoice # legend	Current/ adjustment Amount	Cumulative Charge
1. PREVIOUS INVOICE SITE CORRECTIONS	0-053	01X3	RD	01	HATHAWAY AND PATER.	C001	AD A	123	(2,000)	BLANK
	0-035	0131	RD	02	BAIRD AND MCGUIRE	C057	AD A	123	2,000	BLANK
								SUBTOTAL	-0-	
2. SITES WITH SSID	0-054	01X3	rd	02	HATHAWAY AND PATER.	C001	AA A		9,343.12	17,193.00

	#1	#2	#3	#4	#5	#6	#7	#8	#9	#10
	0-074	013 1	RD	01	BAIRD AND MCGUIRE	C00 1	AA A		13,425. 51	21,42 5.51
	0-014	02G 2	RD	02	UPPER DEERFIELD LF	C00 8	AB A		40.00	853.0 0
	0-018	028 E	RD	01	ZSCHUEGBER SITE	C00 6	AB A		35.60	8,822 .51
	0-024	024 T	RD	01	MONROE BURN SITE	C00 7	AB A		3,076.1 9	24,29 8.39
	0-015	035 Z	RD	00	EAST 10TH STREET SITE	C01 8	AC A		100.00	10,48 5.45
	0-029	03B Y	RD	02	LEHMAN MTBE	C01 2	AC A		9,025.2 6	25,76 1.51
	0-032	03A T	RD	00	VIENNA WELLFIELD	C21 6	AC A		10.00	602.8 5
SUBTOTAL								SUBTOTAL	35,055. 68	109,4 42.22

	#1	#2	#3	#4	#5	#6	#7	#8	#9	#10
3. SITES WITHOUT SSID	0-010	01--	RA	00	XYZ POND SITE	000 3	AA A		104.49	488.5 7
		02--								
	0-007	03--	RA	00	PD DUMP SITE	000 0	AB A		40.00	40.00
	0-011	03--	RA	00	RAU AREA SITE	000 0	AB A		10.00	4,703 .04
	0-040	03--	RA	00	LKP BURN SITE	000 0	AB A		8,834.3 0	66,15 2.35
	0-039	04--	RA	00	TIS SITE	000 0	AD A		10,782. 91	50,52 9.91
	0-073	04--	RA	00	IOU BLANCHURE SITE	000 0	AD A		25,664. 95	25,66 4.95
SUBTOTAL								SUBTOTAL	45,436. 65	148,0 68.23

	#1	#2	#3	#4	#5	#6	#7	#8	#9	#10
4. NON-SITE SUPERFUND A) CONTRACT WIDE PROGRAM MANAGEMENT -- MOBILIZATION (RACs) - TECHNICAL -- ADMINISTRATIVE -- EQUIPMENT (RACs) B) WA PROJECT SUPPORT C) OTHER NON-SITE SPECIF ACTIVITIES: -- SITE SUPPORT --PROGRAM SUPPORT D) BASE FEE E) AWARD FEE SUBTOTAL	0-005				PROG. SUPPORT TRANSITION		AB B		6,972.51 6,972.51	468,482.78 468,482.78
								<small>SUBTOTAL</small>		

	#1	#2	#3	#4	#5	#6	#7	#8	#9	#10
TOTAL SUPERFUND									87,464. 84	712,4 14.25
5. NON-SUPERFUND							AD D		1,541.4 3	15,09 3.83
6. TOTAL INVOICE AMOUNT								TOTAL	89,006. 27	

INVOICE LEGEND:

123- Error in charging work assignment and site number

2.8 Electronic Progress Report Specifications

The information in this section defines a set of standard electronic reporting files to be used to submit computer-readable data on ROC contract progress and status to the EPA. While all of the data appearing on the hardcopy reports either appears in the electronically reported data or can be computed from it, the electronic format does not attempt to reproduce the hardcopy reports exactly. Rather, it is a set of files based on a relational model of ROC progress and status data. It is comprised of a set of dBase-format files, which can commonly be generated by PC and many mainframe software packages. The specifications presented in this section include the following components:

- A table showing valid values for several of the main data elements appearing in the specifications.
- An overall data dictionary for all data elements appearing in the electronic report files.
- File descriptions for all files included in the specifications.

These specifications are intended to completely define the electronic reporting requirements for the ROC contracts. The EPA will decide and advise on any matters of interpretation which may arise when contractors implement the specifications. The requirements for the site specific allocation report are determined by the EPA Superfund Accounting Branch (SAB) and are subject to changes in SAB requirements.

Table 3 provides acceptable values for reporting costs using the electronic reporting file formats. It lists the acceptable values for resource element (RESRCE_EL). For each acceptable value of resource element, the table lists the acceptable values for resource sub-element (RESRCE_SUB). For each acceptable value of resource sub-element, the table lists the acceptable values for resource sub-element detail (RESRCE_SED). Values listed in italics do not have to be entered exactly as shown, but are intended to describe the type of information which can appear in the sub-element and sub-element detail fields in certain situations where flexibility is allowed. Values which are not in italics must be entered exactly as shown, in upper case. Where "na" is shown, a field should be left blank.

TABLE 3
ACCEPTABLE VALUES FOR RESOURCE IDENTIFIERS

Resource Element	Resource Sub-Element	Resource Sub-Element Detail
DIRECT LABOR	P1	<i>Employee Name</i>
	P2	<i>Employee Name</i>
	P3	<i>Employee Name</i>
	P4	<i>Employee Name</i>
	T1	<i>Employee Name</i>
	T2	<i>Employee Name</i>
	CLERICAL	<i>na</i>
TEAM SUBCONTRACTORS	P1	<i>Employee Name</i>
	P2	<i>Employee Name</i>
	P3	<i>Employee Name</i>
	P4	<i>Employee Name</i>
	T1	<i>Employee Name</i>
	T2	<i>Employee Name</i>
	CLERICAL	<i>na</i>
OVERHEAD	<i>na</i>	<i>na</i>
OTHER DIRECT CHARGES	COMPUTER HARDWARE	<i>Hardware description</i>
	COMPUTER SOFTWARE	<i>Software description</i>
	MAIL AND DELIVERY	<i>Description of charge</i>
	COPYING	<i>Description of charge</i>
	MISCELLANEOUS	<i>Description of charge</i>
	<i>Other values as required</i>	<i>Description of charge</i>
COMP FORM LABOR	P1	<i>Employee Name</i>
	P2	<i>Employee Name</i>
	P3	<i>Employee Name</i>
	P4	<i>Employee Name</i>

Resource Element	Resource Sub-Element	Resource Sub-Element Detail
	T1	<i>Employee Name</i>
	T2	<i>Employee Name</i>
	CLERICAL	<i>na</i>
TRAVEL	LOCAL TRAVEL	<i>na</i>
	OUT OF TOWN TRAVEL	<i>na</i>
EQUIPMENT	EQUIPMENT	<i>Description of equipment</i>
INSURANCE	<i>na</i>	<i>na</i>
SUBPOOL	<i>Subcontract number</i>	<i>na</i>
G&A	<i>na</i>	<i>na</i>
BASE FEE EARNED	<i>na</i>	<i>na</i>
AWARD FEE EARNED	<i>na</i>	<i>na</i>

ROC Reporting Data Directory-Data Elements

<i>Data Element Name</i>	<i>Database</i>	<i>Element Name</i>	<i>Element Type</i>	<i>Element Length</i>	<i>Description</i>
Account to be Charged	ACCT_CHRGD	CHARACTER	10		Site specific and activity specific account to which expenses are to be charged.
Action Code	ACTION_CODE	CHARACTER	2		EPA account system action code associated with the type of work performed..
Action Sequence A letter followed by 3 digits used to represent the activities performed.	ACT_SEQ	CHARACTER		4	
Amount to be Charged sequence on the current invoice.	AMT_CHRGD	NUMERIC	12.2		Amount charged for a particular SSID/OU, action code and action
Approved Budget Dollars	APVDBUDDOL	NUMERIC	12.2		Dollar amount of current approved budget for a WA/Task/Resource.
Approved Budget LOE	APVDBUDLOE	INTEGER	11		Number of hours of LOE in the approved budget for a direct labor P-level in a Term form Work Assignment.
Beg. Cumulative Amount Charged an beginning of the current reporting period.	BEGCUMAMTC	NUMERIC	12.2		Cumulative amount charged to SSID/OU, action code and action sequence as of the
Beginning Cumulative LOE	IN_BGCULO	INTEGER			11Beginning cumulative LOE balance. Should equal ending cumulative balance on previous invoice.
Beginning Cumulative Total Dollars	IN_BGCU	NUMERIC	12.2		Cumulative dollar totals prior to invoice. Should equal the ending cumulative totals on the invoice.
Budget Approval Date	BUD_AP_DT	DATE	10		Date budget approved by EPA.
Budget Approval Status	BUD_APV_ST	CHARACTER	12		Status of WA budget/project plan. Values are: "Under Prep"; "EPA Review"; "Approved"; "Revision 1"; "Revision 2", etc.
Contract Average Labor Rate	CON_AVLBRT	NUMERIC			6.2Average overall labor rate based on rates agreed to in the contract.
Contract Award Date	CON_AWD_DT	DATE			10Date of contract award.
Contract Base Fee	CON_BASFEE	NUMERIC			12.2Contract base fee amount.

<i><u>Data Element Name</u></i>	<i><u>Database Element Name</u></i>	<i><u>Element Type</u></i>	<i><u>Element Length</u></i>	<i><u>Description</u></i>
Contract Base or Option Period	CON_PERIOD	CHARACTER	10	Current contract period. Values are: "Base"; "Option 1"; "Option 2"; etc.
Contract Cumulative Amount Reimbursed	CONTRACT_C	NUMERIC	12.2	Cumulative amount reimbursed for billings on a contract. Equal to sum of cumulative amounts reimbursed on work assignments. Appears on contract level invoice backup reports.
Contract Current Expenditure Limit-LOE	CON_EXLOE	INTEGER	11	Current expenditure limit for the contract in terms of level of effort hours.
Contract Current Expenditure Limit	CON_EXPLMT	NUMERIC	12.2	Dollar amount of current contract expenditure limit.
Contract Estimated Cost	CON_ESTCST	NUMERIC	12.2	Estimated cost of the contract including current and previous options, not including the base or award fee.
Contract Funded Base Fee	CON_FUNBAS	NUMERIC	12.2	Amount of base fee currently funded.
Contract Funded Dollars	CON_FNDDOL	NUMERIC	12.2	Dollar amount currently funded under the contract.
Contract Funded LOE	CON_FNFLOE	INTEGER	11	Number of LOE hours currently funded under the contract.
Contract LOE Ceiling	CON_LOECLG	INTEGER	11	Current contract LOE ceiling.
Contract LOE Ceiling Increment	MOD_LOECIN	INTEGER	11	Total amount of net change to LOE hours ceiling caused by a contract modification.
Contract Modification Description	MOD_DESC	CHARACTER	254	Brief description of the contract modification.
Contract Modification Effective Date	CON_MODEDT	DATE	10	Effective date of a contract modification.

<i>Data Element Name</i>	<i>Database Element Name</i>	<i>Element Type</i>	<i>Element Length</i>	<i>Description</i>
Contract Modification Funded Amount	MODFUNDAMT	NUMERIC	10	Amount of dollar funding added to a contract's funded level by a contract modification.
Contract Modification LOE	MOD_LOE	INTEGER		11Total number of LOE funded hours changed by a contract modification.
Contract Modification Number	CON_MODNUM	CHARACTER		4Usually a sequential number uniquely identifying each contract modification.
Contract Number includes hyphens.	CONTRACT	CHARACTER	10	EPA Contract Number;
Contract ODC Ceiling	CON_ODCCLG	NUMERIC	12.2	Contract ceiling for ODCs.
Contract ODC Ceiling Increment	CONTRACT O	NUMERIC		12.2Change in the contract ceiling amount for ODCs caused by a contract modification.
Contract Period End Date	CON_PEREDT	DATE	10	End date of current contract period.
Contract Period Start Date	CON_PERSDT	DATE		10Start date of current contract period.
Contract Subpool Ceiling	CON_SUBCLG	NUMERIC	12.2	Current contract ceiling for subcontractor pool dollars.
Contract Subpool Ceiling Increment	MOD_SUBCIN	NUMERIC		12.2Total dollar amount of net change to the contract subpool ceiling caused by a contract modification.
Contract Term Form Ceiling Increment	MOD_TFCIN	NUMERIC		12.2Total dollar amount of net change to a contract ceiling for Term form Work Assignments caused by a contract modification.
Contract Term Form Dollar Ceiling	CON_TRMCLG	NUMERIC	12.2	Dollar amount of current contract ceiling for Term form Work Assignments.
Contract Travel Ceiling	CON_TRVCLG	NUMERIC	12.2	Current contract ceiling for travel dollars.
Contract Travel Ceiling Increment	MOD_TRVCIN	NUMERIC		12.2Total dollar amount of net change to the contract travel ceiling caused by a contract modification.
Contractor City	CON_CITY	CHARACTER	15	City of prime contractor's contractual address.
Contractor Name A private industry which enters into contracts with the	CON_NAME	CHARACTER	20	Name of Prime Contractor firm. contractor is an entity in
	Government.			
Contractor State	CON_STATE	CHARACTER	2	Two-character state code of the

Contractor Street Address	CON_ADDR	CHARACTER		prime contractor's contractual address. 40Prime contractor street address.
<i>Data Element Name</i>	<i>Database Element Name</i>	<i>Element Type</i>	<i>Element Length</i>	<i>Description</i>
Contractor Zip Code	CON_ZIP	CHARACTER	9	Zip code of the prime contractor's contractual address.
Cumulative Amount Charged	CUMEAMTCGD	NUMERIC	12.2	Cumulative amount charged to a SSID/OU, action code, and action sequence through the end of the current reporting period.
Cumulative Amt Charged	CUMULATIVE	NUMERIC	12.2	Total amount charged to an account on a particular SSID/OU, action code, and action sequence through the current reporting period.
Current Dollars	IN_CUR_DOL	NUMERIC	12.2	Dollar amount invoiced during the current period. Does not include adjustments to prior periods.
Current LOE	IN_CUR_LOE	INTEGER	11	Number of hours of LOE invoiced for on the current invoice. Does not include hours which are adjustments to previous periods (i.e., which would result in different ending cumulative totals on the previous invoice and beginning cumulative totals on the current invoice).
Ending Cumulative Dollars	IN_ENCUMDL	NUMERIC	12.2	Total cumulative dollars after application of all charges on the invoice. Includes current charges and adjustments to previous periods.
Ending Cumulative LOE	IN_ENCULOE	INTEGER	11	Ending cumulative LOE balance for LOE resources after applying all charges on the invoice. Includes current charges and adjustments to previous periods.
Est. Bal. to Complete-Dollars	BALCOMPDOL	INTEGER	11	Balance of dollars needed to complete a task.
Est. Bal. to Complete-LOE	BALCOMPLOE	NUMERIC	12.2	Estimated balance of LOE needed to complete a task.
Est. Cumulative Amount Incurred	CUMAMTINC	NUMERIC	12.2	Computed as follows: Ending cumulative amounts invoiced plus Est. current month incurred/not invoiced.
Est. Incurred Cumulative Dollars	INCCUM_DOL	NUMERIC	12.2	Estimated cumulative charges including both invoiced through the current invoice and charges which have been incurred but not yet invoiced.

Est. Incurred Cumulative LOE	INCCUM_LOE	INTEGER	11	Estimated cumulative LOE including both invoiced charges and charges which have been incurred but not yet invoiced.
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<i>Data Element Name</i>	<i>Database Element Name</i>	<i>Element Type</i>	<i>Element Length</i>	<i>Element Description</i>
Firm Name	FIRM_NAME	CHARACTER	20	Name of firm that incurred charges. This will be either the name of the prime contractor or a team subcontractor. Does not apply to subpool subcontractors.
Incurred/Not Invoiced Est. Amt.	NOTINV_AMT	NUMERIC		12.2Estimated amount of dollars which have been expended on a task but not yet invoiced. Examples would be travel expenses not yet processed and subcontract charges not yet paid.
Incurred/Not Invoiced Est. LOE	NOTINVLOE	INTEGER		11Estimated number of hours of LOE used during the reporting period but not invoiced. This number should usually be zero.
Invoice Amount	INVOICEAMT	NUMERIC	12.2	Total amount billed or credited on an invoice. Used to verify correct totals when summing detailed task-level records.
Invoice Date	INV_DATE	DATE	10	Date invoice prepared and/or submitted.
Invoice Dollars Prior Per Adj.	IN_ADJ_DOL	NUMERIC		12.2Dollar amount on current invoice which reflects adjustments to prior periods. These amounts allow correction of any difference between ending cumulative totals on previous invoice and beginning cumulative totals on the current invoice.
Invoice LOE Prior Period Adj.	IN_ADJ_LOE	INTEGER		11Number of LOE hours on current invoice which are adjustments to prior periods. These values will correct ending cumulative totals on the previous invoice to equal beginning cumulative totals on the current invoice.
Invoice Number	INVOICE_NO	INTEGER	4	Sequential number starting with "1" which uniquely identifies every invoice submitted under a contract.
Invoice Service Delivery Date	INV_DEL_DT	CHARACTER		21Time period delivery of services covered by the invoice.
Multi-site Indicator	MULTI-SITE	CHARACTER		1Flag indicating whether a Work Assignment is a multi-site WA. Values are "M" if it is a multi-site; "S" for a single site.
Object Class	OBJECT_CLS	CHARACTER	4	Four digit EPA object class.
Obligated Account Number	OBLIG_ACN	CHARACTER		10EPA account number to which funds are initially obligated to a contract.
Obligated Amount	OBLIG_AMT	NUMERIC		12.2Amount obligated by a funding transaction.

Operable Unit separated into operable units.	OU	CHARACTER	2	Used when SSIDs have been
Percent Actual to Apvd. Bud-LOE	PCT_AABLOE	NUMERIC	5.1	Percent of actual LOE expended compared to the LOE approved budget
<i>Data Element Name</i>	<i>Database Element Name</i>	<i>Element Type</i>	<i>Element Length</i>	<i>Description</i>
Percent Actual to Exp. Limit-LOE	PCT_ACELOE	NUMERIC	5.1	Percent of actual LOE expended compared to the LOE expenditure limit.
Percent Actual vs. Approved Budget	PCT_ACTAPB	NUMERIC		5.1Percent of actual cumulative costs compared to the approved budget amount.
Percent Actual vs. Expend Limit	PCT_ACTEXP	NUMERIC	5.1	Percentage of actual cumulative cost compared to the expenditure limit.
Percent Apvd Budget to Fund-LOE	PCT_EXFLOE	NUMERIC	5.1	Percent of LOE expenditure limit compared to funded LOE.
Percent Expend Limit to Funded	PCT_EXPFND	NUMERIC		5.1Percent of expenditure limit compared to amount funded.
Period of Performance End	POP_END	DATE		10Work Assignment period of performance end date.
Period of Performance Start	POP_START	DATE		10Work Assignment period of performance start date.
Program Area	PROG_AREA	CHARACTER	5	Program area code from obligated account number. Used to construct account to be charged.
Region	REGION	CHARACTER		1EPA Region identifier. Numeric digit used, with "O" designating EPA Region 10.
Reporting Period	REPORT_PER	DATE	10	Date of last day of the reporting period. Each period is a calendar month, so this will be the last day of the month.
Resource Element	RESRCE_EL	CHARACTER		20High level resource identifier. Use for: Direct Labor; Overhead; ODCs; Travel; Equipment; Insurance; Team Subcontractor labor; Subpool; G&A; Base Fee;
Resource Expend Limit-LOE	RES_EXLLOE	INTEGER		11Expenditure limit at the resource level for LOE. These are expected to be applied at the WA/Task/Resource element/resource sub-element levels for direct labor and team sub-elements.
Resource Expenditure Limit	RES_EXLMDL	NUMERIC		12.2Expenditure limit in dollars for a resource. Such limits are expected to be applied at the WA/Task/Resource Element

levels, although limits at the sub-element level are likely for direct labor.

<i><u>Data Element Name</u></i>	<i><u>Database Element Name</u></i>	<i><u>Element Type</u></i>	<i><u>Element Length</u></i>	<i><u>Description</u></i>
Resource Sub-Element	RESRCE_SUB	CHARACTER	20	Second-level resource identifier for contract resources. Used for P-levels under "Direct Labor", Subcontract number under "Subpool", and for Local Travel and Out of Town Travel under "Travel".
Resource Sub-Element Detail	RESRCE_SED	CHARACTER		20Additional Subdivision under resource sub-element. Used for employee name for reporting Direct Labor.
Site Name	SITE_NAME	CHARACTER		55Official Superfund site name for site related to the Work Assignment.
Site Spill ID	SS_ID	CHARACTER	2	Official Superfund site spill ID assigned to a site. For sites without assigned IDs, this will be "ZZ".
State Site	SITE_STATE	CHARACTER		2Two character code for State in which a site is considered to be located.
Solicitation Number	SOL_NUMBER	CHARACTER		15Solicitation umber under which the contract was bid.
Subpool Firm Business Status	SPC_BUS_ST	CHARACTER		4Subpool subcontractor business status: "LB" (large business); "SBD" (small disadvantaged); "SB" (small business); "SBW (small woman-owned); "SBDW" (small disadvantaged woman-owned).
Subpool Subcont Agreement Date	SPC_AG_DT	DATE	10	Date that the subpool contract was executed.
Subpool Subcont POP End Date	SPC_POP_ED	DATE		10Subpool subcontract period of performance end date.
Subpool Subcont POP Start Date	SPC_POP_SD	DATE		10Subpool subcontract period of performance end date.
Subpool Subcont Potential Value	SPC_VALUE	NUMERIC	12.2	Potential value of the subpool subcontract.
Subpool Subcontract SOW Desc	SPC_SOW_DE	CHARACTER	254	Description of the subcontract SOW.

<i><u>Data Element Name</u></i>	<i><u>Database Element Name</u></i>	<i><u>Element Type</u></i>	<i><u>Element Length</u></i>	<i><u>Description</u></i>
Subpool Subcontract Term	SPC_TERMS	CHARACTER		10Reimbursement terms for a subpool subcontract. Possible values are: "FFP" (firm fixed price); "CPFF" (cost plus fixed fee); "CPAF" (cost plus award fee).
Subpool Subcontractor Name	SPC_NAME	CHARACTER		20Name of the subpool subcontracting firm.
Task Description	TASK_DESC	CHARACTER	24	Brief title of task.
Task #	TASK_ #	CHARACTER	5 within a	Number identifying a task work assignment.
Traveler Name	TRAV_NAME	CHARACTER	24	Name of traveler on out of town trip.
Trip Airfare Amount	AIR_AMT	NUMERIC		12.2Amount of airfare for a traveler on an out of town trip.
Trip Auto Amount	AUTO_AMT	NUMERIC		12.2Amount of automobile-related expenses for a traveler on an out of town trip.
Trip Destination City	TRIP_CITY	CHARACTER		15Destination city farthest from point of departure.
Trip Destination State	DEST_STATE	CHARACTER		2State of destination city farthest from departure point.
Trip End Date	TRIP_ENDDT	DATE	10	Date of return from out of town trip.
Trip Lodging Amount	LODGINGAMT	NUMERIC		12.2Amount of lodging expenses for a traveler on an out of town trip.
Trip Other Expenses	OTH_EXP	NUMERIC		12.2All expenses other than airfare, lodging, and automobile for a traveler on an out of town trip.
Trip Purpose	TRIP_PURP	CHARACTER	254	Description of trip purpose.
Trip Start Date	TRIP_ST_DT	DATE	10	Date of initial departure on an out of town trip.
WA Expenditure Limit dollars	WA_DOL_EXL	NUMERIC	12.2	Current expenditure limit in for a work assignment.

<i><u>Data Element Name</u></i>	<i><u>Database Element Name</u></i>	<i><u>Element Type</u></i>	<i><u>Element Length</u></i>	<i><u>Description</u></i>
WA LOE Expenditure Limit Current expenditure limit for LOE for a work assignment.	WA_LOE_EXL	INTEGER	11	
Work Assignment Cum Amt Reimbrsd	WA_CAMTRE	NUMERIC	12.2	Cumulative amount reimbursed for billings on a particular work assignment. Appears on WA level invoice backup reports.
Work Assignment Description	WA_DESC	CHARACTER	254	Description of SOW of Work Assignment.
Work Assignment Number	WA_NUMBER unique to a contract, of nnnnn is a sequential the WA within a	CHARACTER	9	Work Assignment number the form nnnnn-rss, where number uniquely identifying starting at 1, "r" is the region code, and "ss" is the site specific ID applicable to the WA.
Work Assignment Title <i>or</i> <i>site name</i>	WA_TITLE	CHARACTER	64	Brief title identifying the Work Assignment.

ROC Computer-Readable Reporting - File Definitions

File Name: Budget.DBF Budget and project estimates file

File Description: This file contains budget and project estimates at the appropriate levels. All key fields not required to identify a data items should be left blank.

<i>Field Type</i>	<i>Data Element Name</i>	<i>Database Element Name</i>	<i>Element Type</i>	<i>Length</i>	<i>Description</i>
Key	Reporting Period	REPORT_PER	DATE	10	Date of last day of the reporting period. Each period is a calendar month, so this will be the last day of the month.
Key	Contract Number EPA Contract Number; includes hyphens.	CONTRACT	CHARACTER	10	
Key	Work Assignment Number	WA_NUMBER	CHARACTER	9	Work Assignment number unique to a contract, of the form nnnnn-rss, where "nnnnn" is a sequential number uniquely identifying the WA within a starting at 1, "r" is the region code, and "ss" is the site specific ID applicable to the WA.
Key	Task #	TASK_#	CHARACTER	5	Number identifying a task within a work assignment.
Key	Resource Element	RESRCE_EL	CHARACTER	20	High level resource identifier. Use for: Direct Labor; Overhead; ODCs; Travel; Equipment; Insurance; Team Subcontractor labor; Subpool; G&A; Base Fee;
Key	Resource Sub-Element	RESRCE_SUB	CHARACTER	20	Second-level resource identifier for contract resources. Used for P-levels under "Direct Labor", Subcontract number under "Subpool", and for Local Travel and Out of Town Travel under "Travel".
Non-Key	Approved Budget Dollars	APVDBUDDOL	NUMERIC	12.2	Dollar amount of current approved budget for a WA/Task/Resource.
Non-Key	Approved Budget LOE	APVDBUDLOE	INTEGER	11	Number of hours of LOE in the approved budget for a direct labor P-level in a Term form Work Assignment.
Non-Key	Est. Bal. to Complete -Dollars	BALCOMPDOL	INTEGER	11	Balance of dollars needed to complete a task.

<i>Field</i>		<i>Database</i>	<i>Element</i>		
<i>Type</i>	<i>Data Element Name</i>	<i>Element Name</i>	<i>Type</i>	<i>Length</i>	<i>Description</i>
Non-Key	Est. Bal. to Complete -LOE	BALCOMPLOE	NUMERIC	12.2	Estimated balance of LOE needed to complete a task.
Non-Key	Incurred/Not Invoiced Est. Amt.	NOTINV_AMT	NUMERIC	12.2	Estimated amount of dollars which have been expended on a task but not yet invoiced. Examples would be travel expenses not yet processed and subcontract charges not yet paid.
Non-Key	Incurred/Not Invoiced Est. LOE	NOTINVLOE	INTEGER	11	Estimated number of hours of LOE used during the reporting period but not invoiced. This number should usually be zero.
Non-Key	Est. Incurred Cumulative Dollars	INCCUM_DOL	NUMERIC	12.2	Estimated cumulative charges including both invoiced through the current invoice and charges which have been incurred but not yet invoiced.
Non-Key	Est. Incurred Cumulative LOE	INCCUM_LOE	INTEGER	11	Estimated cumulative LOE including both invoiced charges and charges which have been incurred but not yet invoiced.

File Name: **Contract Mods.DBF** **Contract Modifications File**

File Description: This file provides information on contract modifications. It contains all modifications whose effective date falls within the reporting period. The sum of all previous and current increments should add up to the current funded and ceiling amounts.

<i>Field Type</i>	<i>Data Element Name</i>	<i>Database Element Name</i>	<i>Element Type</i>	<i>Element Length</i>	<i>Description</i>
Key	Reporting Period	REPORT_PER	DATE	10	Date of last day of the reporting period. Each period is a calendar month, so this will be the last day of the month.
Key	Contract Number includes hyphens.	CONTRACT	CHARACTER		10EPA Contract Number;
Key	Contract Mod. Number	CON_MODNUM	CHARACTER	4	Usually a sequential number uniquely identifying each contract modification.
Non-Key	Contract Modification Description	MOD_DESC	CHARACTER	254	Brief description of the contract modification.
Non-Key	Contract Modification Effective Date	CON_MODEDT	DATE	10	Effective date of a contract modification.
Non-Key	Contract Modification LOE	MOD_LOE	INTEGER		11Total number of LOE funded hours changed by a contract modification.
Non-Key	Contract Modification Funded Amount	MODFUNDAMT	NUMERIC	10	Amount of dollar funding added to a contract's funded level by a contract modification.
Non-Key	Contract Subpool Ceiling Increment	MOD_SUBCIN	NUMERIC		12.2Total dollar amount of net change to the contract subpool ceiling caused by a contract modification.
Non-Key	Contract Travel Ceiling Increment	MOD_TRVCIN	NUMERIC		12.2Total dollar amount of net change to the contract travel ceiling caused by a contract modification.
Non-Key	Contract Completion Form Increment	MOD_CFINC	NUMERIC	12.2	Total dollar amount of net change to contract completion form ceiling caused by a contract modification.
Non-Key	Contract ODC Ceiling Increment	CONTRACT O	NUMERIC		12.2Change in the contract ceiling amount for ODCs caused by a contract modification.
Non-Key	Contract LOE Ceiling Increment	MOD_LOECIN	INTEGER		11Total amount of net change to LOE hours ceiling caused by a contract modification.
Non-Key	Contract Term Form Ceiling Increment	MOD_TFCIN	NUMERIC		12.2Total dollar amount of net change to a contract ceiling for

Term form Work Assignments
caused by a contract
modification.

File Name: **Contract.DBF** **Contract Data Record File**

File Description: This file contains information on current ceilings and funded amounts for a contract. Most of this data serves to check data in other files at more detailed levels.

<i>Field Type</i>	<i>Data Element Name</i>	<i>Database Element Name</i>	<i>Element Type</i>	<i>Element Length</i>	<i>Description</i>
Key	Contract Number includes hyphens.	CONTRACT	CHARACTER		10EPA Contract Number;
Key	Reporting Period	REPORT_PER	DATE	10	Date of last day of the reporting period. Each period is a calendar month, so this will be the last day of the month.
Non-Key	Contract Award Date	CON_AWD_DT	DATE		10Date of contract award.
Non-Key	Contractor Name firm. A contractor is	CON_NAME	CHARACTER		20Name of Prime Contractor an entity in private industry which enters into contracts with the Government.
Non-Key	Contractor Street Address	CON_ADDR	CHARACTER		40Prime contractor street address.
Non-Key	Contractor City	CON_CITY	CHARACTER		15City of prime contractor's contractual address.
Non-Key	Contractor State	CON_STATE	CHARACTER		2Two-character state code of the prime contractor's contractual address.
Non-Key	Contractor Zip Code	CON_ZIP	CHARACTER	9	Zip code of the prime contractor's contractual address.
Non-Key	Contract Period Start Date	CON_PERSDT	DATE		10Start date of current contract period.
Non-Key	Contract Period End Date	CON_PEREDT	DATE		10End date of current contract period.
Non-Key	Solicitation Number	SOL_NUMBER	CHARACTER	15	Solicitation umber under which the contract was bid.
Non-Key	Contract LOE Ceiling	CON_LOECLG	INTEGER		11Current contract LOE ceiling.
Non-Key	Contract Term Form Dollar Ceiling	CON_TRMCLG	NUMERIC	12.2	Dollar amount of current contract ceiling for Term form Work Assignments.
Non-Key	Contract Travel Ceiling	CON_TRVCLG	NUMERIC		12.2Current contract ceiling for travel dollars.

<i>Field Type</i>	<i>Data Element Name</i>	<i>Database Element Name</i>	<i>Element Type</i>	<i>Element Length</i>	<i>Description</i>
Non-Key	Contract Current Expenditure Limit	CON_EXPLMT	NUMERIC		12.2Dollar amount of current contract expenditure limit.
Non-Key	Contract Current Expenditure Limit-LOE	CON_EXLOE	INTEGER	11	Current expenditure limit for the contract in terms of level of effort hours.
Non-Key	Contract Base or Option Period	CON_PERIOD	CHARACTER	10	Current contract period. Values are: "Base"; "Option 1"; "Option 2"; etc.
Non-Key	Contract Base Fee	CON_BASFEE	NUMERIC		12.2Contract base fee amount.
Non-Key	Contract Funded Base Fee	CON_FUNBAS	NUMERIC	12.2	Amount of base fee currently funded.
Non-Key	Contract Cumulative Amount Reimbursed	CONTRACT_C	NUMERIC		12.2Cumulative amount reimbursed for billings on a contract. Equal to sum of cumulative amounts reimbursed on work assignments. Appears on contract level invoice backup reports.
Non-Key	Contract Average Labor Rate	CON_AVLBRT	NUMERIC	6.2	Average overall labor rate based on rates agreed to in the contract.

File Name: **Fund Tran.DBF** **Funding Transactions File**

File Description: This file contains the site-specific cost allocation provided by the contractor to assist in assigning costs to sites.

<i>Field Type</i>	<i>Data Element Name</i>	<i>Database Element Name</i>	<i>Element Type</i>	<i>Element Length</i>	<i>Description</i>
Key	Contract Number includes hyphens.	CONTRACT	CHARACTER		10EPA Contract Number;
Key	Invoice Number	INVOICE_NO	INTEGER	4	Sequential number starting with "1" which uniquely identifies every invoice submitted under a contract.
Key	Reporting Period	REPORT_PER	DATE	10	Date of last day of the reporting period. Each period is a calendar month, so this will be the last day of the month.
Key	Code to be Charged	ACCT_CHRGD	CHARACTER		10Site specific <i>action specific, OU specifi, and action sequence code</i> to which expenses are to be charged.
Non-Key	Action Code	ACTION_CODE	CHARACTER	2	EPA account system <i>action code</i> associated with the type of work performed.
Non-Key	Action Sequence	ACT_SEQ	CHARACTER	4	A letter followed by 3 digist used to represent the activities performed.
Non-Key	Amount to be Charged particular SSID, Action code, current	AMT_CHRGD	NUMERIC		12.2Amount charged for a OU, and action sequence on the invoice.
Non-Key	Cumulative Amt Charged	CUMULATIVE	NUMERIC		12.2Total amount charged to a particular SSID, action code, OU, and action sequence through the current reporting period.
Non-Key	Region	REGION	CHARACTER	1	EPA Region identifier. Numeric digit used, with "O" designating EPA Region 10.
Non-Key	Site Spill ID	SS_ID	CHARACTER		2Official Superfund site spill ID assigned to a site. For sites without assigned IDs, this will be "ZZ".
Non-Key	Site Name	SITE_NAME	CHARACTER	55	Official Superfund site name for site related to the Work Assignment.
Non-Key	State Site	SITE_STATE	CHARACTER	2	Two character code for State in which a site is considered to be located.
Non-Key	Object Class	OBJECT_CLS	CHARACTER	4	Four digit EPA object class.
Nn-Key separated	Operable Unit into operable units.	OU	CHARACTER	2	Used when SSIDs have been

File Name: **Subpool.DBF** **Subpool Subcontract Information File**

File Description: This file contains descriptive data about subpool subcontracts. It contains data about all subcontracts which are active at any time during the reporting period. Cost information appears only in the TaskUse file. Resource Element is always "SUBPOOL".

<i>Field Type</i>	<i>Data Element Name</i>	<i>Database Element Name</i>	<i>Element Type</i>	<i>Element Length</i>	<i>Description</i>
Key	Reporting Period	REPORT_PER	DATE	10	Date of last day of the reporting period. Each period is a calendar month, so this will be the last day of the month.
Key	Contract Number includes hyphens.	CONTRACT	CHARACTER		10EPA Contract Number;
Key	Work Assignment Number	WA_NUMBER	CHARACTER		9Work Assignment number unique to a contract, of the form nnnnn-rss, where "nnnnn" is a sequential number uniquely identifying the WA within a starting at 1, "r" is the region code, and "ss" is the site specific ID applicable to the WA.
Key	Task #	TASK_#	CHARACTER	5	Number identifying a task within a work assignment.
Key	Resource Element	RESRCE_EL	CHARACTER		20High level resource identifier. Use for: Direct Labor; Overhead; ODCs; Travel; Equipment; Insurance; Team Subcontractor labor; Subpool; G&A; Base Fee;
Key	Resource Sub-Element	RESRCE_SUB	CHARACTER	20	Second-level resource identifier for contract resources. Used for P-levels under "Direct Labor", Subcontract number under "Subpool", and for Local Travel and Out of Town Travel under "Travel".
Non-Key	Invoice Number	INVOICE_NO	INTEGER		4Sequential number starting with "1" which uniquely identifies every invoice submitted under a contract.
Non-Key	Subpool Subcontractor Name	SPC_NAME	CHARACTER	20	Name of the subpool subcontracting firm.
Non-Key	Subpool Firm Business Status	SPC_BUS_ST	CHARACTER	4	Subpool subcontractor business status: "LB" (large business); "SBD" (small disadvantaged); "SB" (small business); "SBW" (small woman-owned); "SBDW" (small disadvantaged woman-owned).

<i>Field Type</i>	<i>Data Element Name</i>	<i>Database Element Name</i>	<i>Element Type</i>	<i>Element Length</i>	<i>Description</i>
Non-Key	Subpool Subcontract SOW Desc	SPC_SOW_DE	CHARACTER	254	Description of the subcontract SOW.
Non-Key	Subpool Subcont Agreemt Date	SPC_AG_DT	DATE	10	Date that the subpool contract was executed.
Non-Key	Subpool Subcont POP End Date	SPC_POP_ED	DATE	10	Subpool subcontract period of performance end date.
Non-Key	Subpool Subcont POP Start Date	SPC_POP_SD	DATE	10	Subpool subcontract period of performance end date.
Non-Key	Subpool Subcont Potential Value	SPC_VALUE	NUMERIC	12.2	Potential value of the subpool subcontract.

File Name: **Tasks.DBF** **Task Description File**

File Description: This file contains general descriptive data about each task. It contains site identification fields for those cases where it is necessary to track site data at the task level.

<i>Field Type</i>	<i>Data Element Name</i>	<i>Database Element Name</i>	<i>Element Type</i>	<i>Element Length</i>	<i>Description</i>
Key	Contract Number includes hyphens.	CONTRACT	CHARACTER		10EPA Contract Number;
Key	Work Assignment Number	WA_NUMBER	CHARACTER		9Work Assignment number unique to a contract, of the form nnnnn-rss, where "nnnnn" is a sequential number uniquely identifying the WA within a starting at 1, "r" is the region code, and "ss" is the site specific ID applicable to the WA.
Key	Task #	TASK_#	CHARACTER	5 a	Number identifying a task within work assignment..
Key	Reporting Period	REPORT_PER	DATE	10	Date of last day of the reporting period. Each period is a calendar month, so this will be the last day of the month.
Non-Key	Task Description	TASK_DESC	CHARACTER	24	Brief title of task.
Non-Key	Region	REGION	CHARACTER	1	EPA Region identifier. Numeric digit used, with "O" designating EPA Region 10.
Non-Key	Site Spill ID	SS_ID	CHARACTER		2Official Superfund site spill ID assigned to a site. For sites without assigned IDs, this will be "ZZ".

File Name: **Task Use.DBF** **Task Resource Use and Costs File**

File Description: This file contains resource use data for a reporting period at the task level. Most of the cost data elements are related to the current invoice , and the values must add up to match the invoice. Cost for travel and subpool are contained in this file.

<i>Field Type</i>	<i>Data Element Name</i>	<i>Database Element Name</i>	<i>Element Type</i>	<i>Element Length</i>	<i>Description</i>
Key	Reporting Period	REPORT_PER	DATE	10	Date of last day of the reporting period. Each period is a calendar month, so this will be the last day of the month.
Key	Contract Number includes hyphens.	CONTRACT	CHARACTER		10EPA Contract Number;
Key	Work Assignment Number	WA_NUMBER	CHARACTER		9Work Assignment number unique to a contract, of the form nnnnn-rss, where "nnnnn" is a sequential number uniquely identifying the WA within a starting at 1, "r" is the region code, and "ss" is the site specific ID applicable to the WA.
Key	Task #	TASK_#	CHARACTER	5	<i>Number</i> identifying a task within a work assignment.
Key	Firm Name	FIRM_NAME	CHARACTER	20	Name of firm that incurred charges. This will be either the name of the prime contractor or a team subcontractor. Does not apply to subpool subcontractors.
Key	Resource Element	RESRCE_EL	CHARACTER		20High level resource identifier. Use for: Direct Labor; Overhead; ODCs; Travel; Equipment; Insurance; Team Subcontractor labor; Subpool; G&A; Base Fee;
Key	Resource Sub-Element	RESRCE_SUB	CHARACTER	20	Second-level resource identifier for contract resources. Used for P-levels under "Direct Labor", Subcontract number under "Subpool", and for Local Travel and Out of Town Travel under "Travel".
Key	Resource Sub-Element Detail	RESRCE_SED	CHARACTER	20	Additional Subdivision under resource sub-element. Used for employee name for reporting Direct Labor.
Non-Key	Invoice Number	INVOICE_NO	INTEGER		4Sequential number starting with "1" which uniquely identifies every invoice submitted under a contract.

<i>Field Type</i>	<i>Data Element Name</i>	<i>Database Element Name</i>	<i>Element Type</i>	<i>Element Length</i>	<i>Description</i>
Non-Key	Beginning Cumulative Total Dollars	IN_BGCU DOL	NUMERIC	12.2	Cumulative dollar totals prior to invoice. Should equal the ending cumulative totals on the invoice.
Non-Key	Beginning Cumulative LOE	IN_BGCU LOE	INTEGER	11	Beginning cumulative LOE balance. Should equal ending cumulative balance on previous invoice.
Non-Key	Current Dollars	IN_CUR_DOL	NUMERIC	12.2	Dollar amount invoiced during the current period. Does not include adjustments to prior periods.
Non-Key	Current LOE	IN_CUR_LOE	INTEGER	11	Number of hours of LOE invoiced for on the current invoice. Does not include hours which are adjustments to previous periods (i.e., which would result in different ending cumulative totals on the previous invoice and beginning cumulative totals on the current invoice).
Non-Key	Invoice Dollars Prior Per Adj.	IN_ADJ_DOL	NUMERIC	12.2	Dollar amount on current invoice which reflects adjustments to prior periods. These amounts allow correction of any difference between ending cumulative totals on previous invoice and beginning cumulative totals on the current invoice.
Non-Key	Invoice LOE Prior Per Adj.	IN_ADJ_LOE	INTEGER	11	Number of LOE hours on current invoice which are adjustments to prior periods. These values will correct ending cumulative totals on the previous invoice to equal beginning cumulative totals on the current invoice.
Non-Key	Ending Cumulative Dollars	IN_ENCUMDL	NUMERIC	12.2	Total cumulative dollars after application of all charges on the invoice. Includes current charges and adjustments to previous periods.
Non-Key	Ending Cumulative LOE	IN_ENCULO E	INTEGER	11	Ending cumulative LOE balance for LOE resources after applying all charges on the invoice. Includes current charges and adjustments to previous periods.

File Name: **Trips.DBF Reporting File for Out of Town Trips**

File Description: This file contains data for each traveller's expenses on each out of town trips charged to the contract. Resource element is always "TRAVEL".

<i>Field Type</i>	<i>Data Element Name</i>	<i>Database Element Name</i>	<i>Element Type</i>	<i>Element Length</i>	<i>Description</i>
Key	Contract Number includes hyphens.	CONTRACT	CHARACTER		10EPA Contract Number;
Key	Work Assignment Number	WA_NUMBER	CHARACTER		9Work Assignment number unique to a contract, of the form nnnnn-rss, where "nnnnn" is a sequential number uniquely identifying the WA within a starting at 1, "r" is the region code, and "ss" is the site specific ID applicable to the WA.
Key	Task #	TASK_#	CHARACTER	5	identifying a task within a work assignment.
Key	Resource Element	RESRCE_EL	CHARACTER		20High level resource identifier. Use for: Direct Labor; Overhead; ODCs; Travel: Equipment: Insurance; Team Subcontractor labor; Subpool; G&A; Base Fee; Award Fee, and Completion Form Labor.
Key	Resource Sub-Element	RESRCE_SUB	CHARACTER	20	Second-level resource identifier for contract resources. Used for P-levels under "Direct Labor", Subcontract number under "Subpool", and for Local Travel and Out of Town Travel under "Travel".
Key	Trip Destination City	TRIP_CITY	CHARACTER		15Destination city farthest from point of departure.
Key	Trip Start Date	TRIP_ST_DT	DATE	10	Date of initial departure on an out of town trip.
Key	Trip End Date	TRIP_ENDDT	DATE	10	Date of return from out of town trip.
Key	Traveler Name	TRAV_NAME	CHARACTER	24	Name of traveler on out of town trip.
Non-Key	Reporting Period	REPORT_PER	DATE		10Date of last day of the reporting period. Each period is a calendar month, so this will be the last day of the month.
Non-Key	Trip Destination State	DEST_STATE	CHARACTER		2State of destination city farthest from departure point.
Non-Key	Trip Purpose	TRIP_PURP	CHARACTER		254Description of trip purpose.
Non-Key	Trip Airfare Amount	AIR_AMT			NUMERIC12.2Amount of airfare for a traveler on an out of town trip.

<i>Field Type</i>	<i>Data Element Name</i>	<i>Database Element Name</i>	<i>Element Type</i>	<i>Element Length</i>	<i>Description</i>
Non-Key	Trip Auto Amount		AUTO_AMT	NUMERIC	12.2Amount of automobile-related expenses for a traveler on an out of town trip.
Non-Key	Trip Lodging Amount	LODGINGAMT	NUMERIC		12.2Amount of lodging expenses for a traveler on an out of town trip.
Non-Key	Trip Other Expenses		OTH_EXP	NUMERIC12.2	All expenses other than airfare, lodging, and automobile for a traveler on an out of town trip.

File Name: **WkAssign.DBF** **Work Assignment Data File**

File Description: This file contains general information about each work assignment. Certain expenditure limits and other amounts are included to serve as checks against more detailed data in other files.

<i>Field Type</i>	<i>Data Element Name</i>	<i>Database Element Name</i>	<i>Element Type</i>	<i>Element Length</i>	<i>Description</i>
Key	Contract Number includes hyphens.	CONTRACT	CHARACTER		10EPA Contract Number;
Key	Work Assignment Number	WA_NUMBER	CHARACTER		9Work Assignment number unique to a contract, of the form nnnnn-rss, where "nnnnn" is a sequential number uniquely identifying the WA within a starting at 1, "r" is the region code, and "ss" is the site specific ID applicable to the WA.
Non-Key	Work Assignment Title	WA_TITLE	CHARACTER		64Brief title identifying the Work Assignment.
Non-Key	Work Assignment Description	WA_DESC	CHARACTER	254	Description of SOW of Work Assignment.
Non-Key	Action Code	ACTION_CODE	CHARACTER		2EPA account system <i>action</i> code associated with the type of work performed.
Non-Key	Action Sequence	ACT_SEQ	CHARACTER	4	A letter followed by 3 digits used to represent the activities performed.
Non-Key	Site Spill ID	SS_ID	CHARACTER		2Official Superfund site spill ID assigned to a site. For sites without assigned IDs, this will be "ZZ".
Non-Key	Site Name	SITE_NAME	CHARACTER		55Official Superfund site name for site related to the Work Assignment.
Non-Key	State Site		SITE_STATE	CHARACTER2	Two character code for State in which a site is considered to be located.
Non-Key	Multi-site Indicator		MULTI-SITE	CHARACTER1	Flag indicating whether a Work Assignment is a multi-site WA. Values are "M" if it is a multi-site; "S" for a single site.

<i>Field Type</i>	<i>Data Element Name</i>	<i>Database Element Name</i>	<i>Element Type</i>	<i>Element Length</i>	<i>Description</i>
Non-Key	Period of Performance Start	POP_START	DATE	10	Work Assignment period of performance start date.
Non-Key separated	Operable Unit into operable units. Non-Key	OU	CHARACTER	2	Used when SSIDs have been
Non-Key	Period of Performance End	POP_END	DATE		10Work Assignment period of performance end date.
Non-Key	WA Expenditure Limit dollars for a work assignment.	WA_DOL_EXL	NUMERIC		12.2Current expenditure limit in
Non-Key	Limit WA LOE Expenditure	WA_LOE_EXL	INTEGER	11	Current expenditure limit for LOE for a work assignment.
Non-Key	Budget Approval Status	BUD_APV_ST	CHARACTER		12Status of WA budget/project plan. Values are: "Under Prep"; "EPA Review"; "Approved"; "Revision 1"; "Revision 2", etc.
Non-Key	Budget Approval Date	BUD_AP_DT	DATE		10Date budget approved by EPA.
Non-Key	Work Assignment Cum Amt Reimbrsd	WA_CAMTRE	NUMERIC	12.2	Cumulative amount reimbursed for billings on a particular work assignment. Appears on WA level invoice backup reports.

3.0 Work Plans

Work Plans shall be submitted in response to all Work Assignments issued under the contract as specified in the contract clause titled, "Work Assignments (EPAAR 1552.212-71)(APR 1984)." The work plan shall include a technical proposal of how the assigned work will be accomplished and shall be accompanied by a detailed cost proposal which will specify costs to complete the Work Assignment. The cost estimate shall include all major cost elements and any additional cost elements required by the specific activity. Costs shall be estimated at the Work Assignment Task level or Subtask level, as specified in the Work Assignment, and summarized for the Work Assignment.

Contractor work plans shall address the following:

Background - The Contractor shall provide a brief background summary to demonstrate understanding of the project. In cases where EPA has provided extensive background information on a site, the Contractor shall not repeat this information in the work plan but shall reference the information in the Work Assignments.

Purpose and Scope - The Contractor shall provide a concise summary of the scope and objective of the proposed activity, including the end result/product(s), and the proposed activity's relationship to other activities.

Technical Approach - The technical approach shall describe how the Contractor will accomplish project tasks, including methods to be used and assumptions used in structuring the technical approach. The Work Assignment and Tasks shall be identified in accordance with the work breakdown structure given in the Statement of Work.

Safety and Contingency Measures - The Contractor shall specify safety and contingency procedures and equipment to be employed in the Work Assignment performance, if any is needed or directed by the PO or WAM. The Contractor shall reference its Health and Safety Plan as appropriate.

Quality Control Measures - The Contractor shall specify the QC procedures to be employed in performing the Work Assignment, referencing the contract QA Program Plan as appropriate.

Schedule - The Contractor shall incorporate the Government-prepared Work Assignment activity schedule in the work plan, including critical path and key milestones.

Deliverables - As noted in the Work Assignment Statement of Work, the Contractor shall identify in the work plan all deliverables to be produced under the Work Assignment, including draft and final versions. Delivery dates, numbers of copies to be provided and recipients for individual deliverables should also be specified.

Cost Estimate - The cost estimate shall include staffing for the Work Assignment, specifying names, Professional/Technical levels,

and proposed hours. LOE estimates-and estimates for other contract cost elements such as-travel and ODCs shall be provided down to the Task level, at a minimum, and may be required a the Subtask level.

Subcontracting Plan (if work involves subcontracting).

4.0 PROJECT REPORTS

The Contractor shall prepare and submit reports for Work Assignment Tasks as specified in individual Work Assignments. The purpose of these reports is to: document the conduct of the work; present findings, conclusions, and recommendations; and account for the funds expended. Specific requirements for these reports and the schedule for submitting draft and final project reports will be identified in the Work Assignment.

Reports concerning remedy selection, e.g., Risk Assessments and Records of Decision, will become part of EPA's Administrative Record for each site. Reports will be subject to public review. Additional, less formal, deliverables may be required at interim stages of an activity. These may be in the form of concise technical memoranda, briefings, or meetings that enable the transfer of information and facilitate decisions necessary to progress to the next stage of work. They are not intended to be formally reviewed nor delay site progress.

5.0 - Non-Contract Lab Program Analytical Services

The Contractor shall be required to complete and submit a Non-CLP Superfund Analytical Services Tracking Form for any analytical work that is performed by the Contractor or subcontracted to another laboratory. This includes field screening, in-house laboratory, and subcontracted laboratory analyses.

As directed by the EPA Project Officer, the Contractor shall submit forms in hardcopy and/or electronic versions. The Government will provide the electronic format to the Contractor if electronic delivery is required. Completed forms shall be submitted monthly to the recipient(s) indicated in Table I in accordance with the schedule specified by the Project Officer.

The Non-CLP Superfund Analytical Services Tracking Form and instructions for its completion are included in this section. A separate form must be completed for each group analyzed using a non-CLP analytical service. A "sample group" is defined as a group of samples that are associated with a unique site, field team, sampling period, and laboratory.

ATTACHMENT 3

ROC SITE-SPECIFIC INSTRUCTIONS

SITE SPECIFIC INVOICING REQUIREMENTS
September 25, 1995 (9:10am)

This is not considered to be contradictory or in place of other contract clauses. Changes to the required format of the s/s attachment may be necessary to assist the Environmental Protection Agency's cost recovery efforts. The EPA will notify the contractor of any format changes as they become necessary.

The Contractor shall provide an invoice/voucher that identifies the costs incurred at each site and/or operable-unit with an EPA site/spill identifier (SSID). These invoices may be for: Current expenses, reclaim for suspended costs, indirect cost adjustments, or audit adjustments. Invoices/vouchers for reclaiming suspended costs shall be submitted on a separate voucher. The voucher number shall be the original claim voucher number when suspensions are made. The letter "R" must be added to the end of the voucher number; ie **123R1**, (if it requires more than one reclaim, invoices are to be numbered:123R2, 123R3 etc.). All indirect cost adjustments due to EPA approved indirect rate adjustments must be submitted to EPA on a separate invoice (claim or credit as the adjusted rate requires). The invoice number should end with letter "Z", ie **117Z**. Likewise, adjustments due to audit reports and a contracting officer letter referring to the subject audit report/s, must be submitted to EPA on a separate invoice (claim or credit as the audit report requires). The invoice number should end with the letter "X", ie **146X**. For example:

Voucher	/	Original	Reclaim	Indirect cost
/ Audit	/			
/ purpose	/	voucher	/suspended	/rate
/ adjustments				
			/costs	adjustments

Voucher number		123	123R1,	117Z
	146X			
		123R2..		

Invoices shall also include the following information:

1. A cost element summary that summarizes all the costs invoiced for the billing period by cost element such as labor, travel, equipment, other

direct, subcontractor and overhead or indirect costs, as identified elsewhere in the contract.

2. A site specific detail attachment (***S/S Attachment***) to the invoice. All invoiced costs are separated into the following categories:

- Sites with an EPA SSID, e.g. "01X3," one line per site should be used; [*See description at item 2 page 3*].
- All other sites without an EPA SSID, e.g. "ZZ," one line per site should be used;
- Superfund non-site-specific costs for the whole contract and project support costs incurred on each multi-site work assignment, one line per work assignment;
- Non-Superfund costs, as applicable, one line item.

The required format of the invoice s/s attachment is provided in Exhibit I. The sum of the detailed costs on the s/s attachment must equal the total amount invoiced as shown on the cost element summary. Contractors responsible for contracts that involve work assignments may submit a separate page for each work assignment [applying the same format] if so directed by the EPA project officer. The contractor shall use the invoice **s/s attachment** to record current monthly charges, indirect rate/audit adjustments, and adjustments for previously invoiced costs.

Contractors shall submit the invoices/vouchers in compliance with the contract "Submission of Invoices Clause." to the Research Triangle Park-Financial Management Center (RTP-FMC).

At fiscal year-end, contractors shall also allocate their non-site-specific costs through the annual allocation process as described in Clause ____ within the Contract.

Questions regarding site specific invoicing requirements should be directed to the Chief, Contract Payment Section, RTP-FMC at (919)541-2304. Questions regarding Annual Allocation should be directed to the Chief, Superfund Accounting Branch, Financial Management Division at (202)260-9268.

EXPLANATION OF EXHIBIT I
SITE SPECIFIC DETAIL ATTACHMENT

The contractor shall report the total invoiced costs on the invoice s/s attachment broken down by the five categories of site/non-site charges: ***Sites with an EPA SSID; all other sites without an EPA SSID; Superfund non-site costs; non-Superfund costs, and previous invoice site corrections.*** For each site/non-site charge incurred during the billing period, the contractor shall provide the following information:

<u>Column No.</u>	<u>Column Title</u>
-------------------	---------------------

- 1 (Optional) Technical Direction Document (TDDs) or Work Assignment Number (WA) - The full WA number is provided by the applicable EPA contract manager, ie. the Work Assignment Manager. If the contractor is providing a separate page for each WA, the WA number may be placed in the upper left corner. Otherwise the work assignment or TDD numbers must be placed in this column.
- 2 Region/SSID- This four-digit code, i.e. **01X3** or **A1X3**, consists of:
 - a. The first digit will always be a **"0" ZERO**. Unless the region exceeds the use of two-digit sites; then the first digit will be an alpha, ie. "A", "B".. Thus the SSID will be **A1X3**;
 - b. The second digit is the regional identifier, i.e. one (1) for Region I, two (2)for Region II etc. and zero (0) for Region X,
 - c. The third and fourth digits, representing the sites, are the last two digits of the four- digit SSID (*see 2.a*).
*Example, if Region I sites **did not exceed** two digits, the Region/SSID will be **01X3**; however, if Region I sites **exceeded** the two digits, the Region/SSID will be **A1X3**.*
- 3 Action Code - Starting with FY96 funding, a two-digit action code must be used to represent different remedial, removal, and enforcement actions as provided by the Project Officer, via the work assignment (WA) or the technical direction document (TDD). However, for FY95 funding and before, the one-digit activity code may be used.
(Note- For FY 1995 and prior, it was called 'activity' code; from FY 1996 and forward, it will be called 'action' code).
- 4 Operable Unit - If an EPA SSID has been separated into operable units or sub-sites for cost recovery purposes and have not been assigned their own SSID, the costs should be included on the invoice by operable unit name and any numeric designation of two digits. The operable unit number must be provided by the EPA contract manager, i.e. Work Assignment Manager, Project Officer...etc. These operable unit costs should be subtotaled by the "parent" SSID for internal tracking purposes by EPA.
- 5 Site Name or Non-site Description - The name of the site, up to 28 characters. *When the site name exceeds 28 characters, use the first 28.*
NOTE: For non-site-specific activities, use this column to briefly describe the non-site activity.
- 6 Action Sequence Number - The three-digit code used to represent the activities performed as given by **"CERCLIS III."** This number will be provided by the WAM/Project Officer as he/she acquires it from **"CERCLIS III"** . This three-digit code is provided via the work assignment (WA) or the technical direction document (TDD).
The Action Sequence Number will be available sometime during FY 1996.

- 7 **IFMS line Reference** - Column shall be left blank. The IFMS line reference will be inserted by an EPA invoice Approving Official (PO). This three-digit line reference is found on the Invoice Approval Form (2550- 19T) .
- 8 **Invoice Number/Legend** - For corrections, insert the invoice number referencing the original charge for which the correction is being made. An invoice legend must be included at the bottom of the attachment, or on a separate enclosure to the S/S Attachment. The invoice legend shall describe the reason for the correction as it relates to a previously invoiced and paid amount. If more than one correction is made, explanation must be given for each by referencing the invoice number. The net amount for all corrections in column nine(9) must always be zero "00."
- 9 **Current/Adjustment Amount** - The amount to be charged or credited to the SSID, Operable Unit, pre-SSID, or non-site-specific account. If there are operable units within a site, list the cost of each Operable Unit and provide a subtotal for each SSID. SSID's must be sorted by region and site within each region.
- 10 **Cumulative Charge** - Show the cumulative charge for each Operable Unit, SSID or Pre-SSID.

Incurred and claimed charges should be listed and subtotaled on the **S/S Attachment** by row sequential order.

Row Row Title

- 1 ***Previous invoice site corrections; This is not for reclaiming previously suspended costs, nor intended for any indirect cost or audit adjustments.*** Only corrections or adjustments of site costs charged to previous invoices shall be listed in **Row 1**. The subtotal for all corrections or adjustments in this row should equal zero. Every line item correction or adjustment must reference an original invoice number where the charge first appeared and a reason for the adjustment.
- 2 ***Sites W/SSID;*** Costs for sites with an EPA SSID. The SSID is provided by the EPA contract manager, ie WAM, TDD or Project Officer (PO).
- 3 ***Sites W/O SSID;*** Costs associated with Superfund site-specific work where no SSID has been established "ZZ" accounts. Once the SSID is established, all "ZZ" costs associated with that site should be reclassified (adjusted from the "ZZ" to the appropriate site within 30 days of establishing the SSID). Thus, the contractor must, immediately, submit a letter to the Project Officer (PO) with an S/S Attachment. Only section one (1)-- ***Previous Invoice Site Correction***-- must be completed. Consequently, the PO approves the reclassification letter and sends it to RTP-Financial

Management Center for cost redistribution.

- 4 **Non-site Superfund;** Superfund non-site-specific costs, along with base and award fees, as described below.

Contract-wide Program Management - Technical and Administrative;

For those contracts requiring separate identification of technical and administrative program management such as ARCS. The respective amounts should be delineated in compliance with instructions provided either by the contract or WA. The requirement for separation of program management is defined in "Administrative Guidance under ARCS" and is available from the **Enforcement and Laboratory Analysis Service Center, Superfund/RCRA Procurement Operations Division, Office of Acquisition Management (OAM)** at (202) 564-4488.

For contractors not subject to the technical/administrative differentiation requirements, contract -wide program management should be listed under "Contract-wide Program Management-Administrative."

Work Assignment Project Support; this line(s) shall include non-site-specific project support and management incurred with individual multi-site work assignments. The contractor should note that these costs should also be allocated to the sites under each respective work assignment as part of the annual allocation process. For further Guidance on annual allocation, contact the **Superfund Accounting Branch (SAB)** at (202) 564-4984.

Other Non-Site-specific Activities;

If the contractors engage in activities apart from program management as described above, which cannot be related to specific sites, each of these activities must be described under the column six (***Site Name/Non-site description***). The purpose of breaking out non-site activities from program support is to assist the contractor and EPA in preparing the Annual Allocation report at the end of the year. All non-site activities must be determined to be either site-support or program-wide for cost recovery through the Annual Allocation process. Please note that, like Contract-wide non-site activities, these are also allocated to sites through the Annual Allocation process. See the Annual allocation contract clause and guidance for further details or contact the **Chief, Superfund Accounting Branch** at (202)564-4984.

Base and Award Fees; Base and Award Fees **which are not** site-specific should be listed in this Superfund Non-site Section.

- 5 **Non-superfund;** All non-Superfund costs invoiced should be reported on the s/s attachment by appropriation such as Oil, RCRA...etc. These costs must be sorted by TDD/WA within each appropriation; as directed by the project officer.
- 6 **Total Invoice Amount;** This amount is the total of the costs listed in column 9, "Current/Adjustment Amount", i.e., the total charges

for this billing period. This must equal the total amount on the invoice cost element summary. There should be no total for the cumulative charge column.

NOTES TO SITE ATTACHMENT:

- Provide one line per site or activity, sorted alpha/numerically and by Region.

- Page Formatting:

Upper Left Corner - Contract Number, Delivery Order Number (if applicable), Invoice Number, and Work Assignment (optional).

Upper Right Corner - Contractor Name and Invoice Period of Performance.

Bottom Left Corner - Invoice Legend for previous invoice adjustments. This information may be provided as an enclosure to the s/s attachment if it could not be provided on the bottom left corner.

Bottom Right Corner - Page number for the attachments, i.e. Page 1 of 7, 2 of 7, ...etc.

ATTACHMENT 4

ROC INVOICE PREPARATION INSTRUCTIONS

INVOICE PREPARATION INSTRUCTIONS
SF 1034

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) **U.S. Department, Bureau, or establishment and location** - insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.
- (3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.
- (7) **Discount Terms** - enter terms of discount, if applicable.
- (8) **Payee's Account Number** - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) **Payee's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) **Shipped From; To; Weight Government B/L Number** - insert for supply contracts.

- (11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.
- (12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page ____ of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are
for appropriate purposes and in accordance
with the agreements set forth in the
contract."

(Name of Official)

(Title)

- (13) **Quantity; Unit Price** - insert for supply contracts.
- (14) **Amount** - insert the amount claimed for the period indicated in (11) above.

INVOICE PREPARATION INSTRUCTIONS
SF 1035

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) **U.S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.
- (2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.
- (3) **Schedule Number** - leave blank.
- (4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.
- (6) **Articles or Services** - insert the contract number as in the Standard Form 1034.
- (7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) **A summary of claimed current and cumulative costs and fee by major cost element.** Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The **fee** shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify by contractor labor category the number of hours, hourly rate and total dollars billed for the period in the invoice.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Subcontracts - by subcontractor, provide detailed supporting schedules of each element of cost as provided herein for prime contract costs.

Other Direct Costs - identify by item the quantities, unit prices, and total dollars billed.

Consultants - by consultant, detailed supporting schedules of each element of cost.

Contractor Acquired Equipment (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Travel - identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice

as shown by category of cost:

Direct Labor - identify by labor category the number of hours, fixed hourly rate, and total dollars billed for the period in the invoice.

Subcontracts - by subcontractor, provide detailed supporting schedules of each element of cost as provided herein for prime contract costs.

Other Direct Costs - identify by item the quantities, unit prices, and total dollars billed.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Consultants - by consultant, detailed supporting schedules of each element of cost.

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed.

Travel - identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules.

NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) **Contractor's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (2) **Contract Number** - insert the number of the contract under which reimbursement is claimed.
- (3) First voucher number and completion voucher number.

- (4) Total amount of cost claimed for each cost element category through the completion voucher.
- (5) Total Fee awarded.
- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.
- (7) Fiscal year.
- (8) Indirect cost center.
- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).
- (11) Signature.
- (12) Official title.
- (13) Date.

FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates. In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

ATTACHMENT 5

MINIMUM STANDARDS FOR EPA CONTRACTOR'S COI PLAN

**MINIMUM STANDARDS FOR EPA CONTRACTORS'
CONFLICT OF INTEREST PLANS**

1. PURPOSE

The Environmental Protection Agency (EPA) has identified a need to avoid, neutralize, or mitigate actual and potential contractor conflicts of interest (COI). In order to avoid, neutralize, or mitigate conflicts, contractors are required to have a COI plan for identifying and reporting actual and potential COI. The purpose of this document is to set forth the minimum standards for a contractor's COI plan.

2. COI PLAN

The contractor's COI Plan is a document which describes the procedures a company uses to identify and report COI. Generally, a contractor's corporate COI plan will describe how a company, in its entirety, addresses conflicts, and will not be contract or program specific. The plan may also describe the options a company will consider proposing to avoid, neutralize, or mitigate a COI whenever a conflict is identified. The plan will be evaluated and approved* by the applicable EPA Contracting Officer (CO) if the COI Plan meets the EPA's minimum requirements for detecting and reporting conflicts of interest. Contractors' COI Plans should be identified by a version number and date, as appropriate. In addition, when applicable, please also identify the version number and date of any previously submitted COI Plans to the Agency, to whom (name, title, and phone number) the COI Plan was submitted, what the solicitation(s)/contract(s) numbers were, and if and when the COI Plan was approved.

* COs may accept another CO's prior approval of the same version of a contractor's COI Plan when appropriate. COs however, are not required to accept another CO's decision if the CO performs his/her own independent evaluation.

3. MINIMUM STANDARDS FOR CONTRACTORS' COI PLANS

A. Corporate Structure

The COI Plan shall describe any parent relationship and list all affiliates, subsidiaries, and sister companies, etc. Generally, this

need not exceed three corporate tiers, unless a relationship exists beyond three tiers that would potentially create a conflict. In such a case, relationships beyond three tiers should also be included in the COI Plan. Contractors should report changes in its' corporate structure to the Agency throughout contract performance.

Contractors are invited to include under this section, a company profile. The profile should discuss all pertinent information relevant to COI including a summary of a contractor's primary and/or environmental business functions and activities. This background information will potentially be very useful to contracting officers and the Agency when evaluating whether or not a contractor has a COI.

B. Searching and Identifying COI

The COI Plan shall include a requirement describing when a COI search must be performed by company personnel and clearly identify the procedures to be followed. The searching requirement shall encompass all work related to all clients for whom work was performed over the past three years, all current work, all sites (if applicable), and any future work reflected in marketing proposals. Contractors must search their records over the past 36 months from time of receipt of the work from EPA. However, EPA encourages contractors to search back as far as a company's records cover.

C. Data Base

The COI Plan shall require a data base that includes all necessary information for a contractor to review its past work (at a minimum over the past 36 months), work in progress, and work the company may be pursuing under any marketing proposals. This requirement does not establish any particular type or kind of retrieval system, however, the data base shall contain, at a minimum, the following information and capabilities.

- (1) a list of the company's past and public clients;
- (2) a description of the type(s) of work that was performed and any other pertinent information;
- (3) a list of the past sites (when applicable) a contractor has worked on;
- (4) a list of site name(s) (when applicable) related to any work performed; and
- (5) the ability to search and retrieve the information in the data base.

If applicable, the COI Plan shall include provisions for supplemental searches of a parents, affiliates, subsidiaries, or sister company*s records. The COI Plan shall also describe any cross-checks used by the company when searching COI issues.

D. Personal Certification

At a minimum, the COI Plan shall require ALL employees of the company performing work under an EPA Superfund and/or Non-Superfund contract, including work on a site, work relating to a site, or work pertaining to a CERCLA/RCRA action or work that may endanger a CERCLA enforcement action, to sign a personal certification. It should be noted however, that it is the preference of the Agency that ALL employees of the company be required to sign such a certification rather than only those employees working under an EPA contract. The certification shall require at a minimum, that the individual agrees to report to the proper company authority any personal COI the individual may have on any work that may result in an actual or potential COI. The certification shall also state the individual has read and understands the company's COI Plan and procedures. The employee certifications shall be retained by the company.

E. Work Assignment (WA), Technical Direction Document (TDD), or Delivery Order (DO) Notification and Certification

The COI Plan shall describe the process the company requires for notifying the Agency prior to beginning work, and for submission of its' WA/TDD/DO certification within 20 days of receipt of the work from EPA.

NOTE: WA/TDD/DO certifications are NOT required if the contract contains an annual certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for WA/TDD/DO certifications.

F. Annual Certification

The COI Plan shall describe the process the company requires for submission of its annual certification.

NOTE: Annual certification is NOT required if the contract contains a WA/TDD/DO certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for annual certifications.

G. Notification and Documentation

The COI Plan shall clearly delineate who is the responsible official for making COI determinations within the company. Generally, this would be someone at a middle to upper level of management. The responsible official shall be free of any personal conflicts for the purpose of making COI determinations, e.g., a program manager who receives bonuses based on the total amount of sales may not be free of conflicts.

The plan shall clearly identify the process that is required when notifying the EPA of any actual or potential COI and the actions that

the company has taken or will take to avoid, neutralize or mitigate the conflict. In addition, a contractor shall document all COI searches related to EPA work, whether or NOT an actual or potential COI has been identified.

H. Training

The COI Plan shall require all employees of the company to receive basic COI training, and that each employee receive COI awareness training, at least, on an annual basis. The company's COI Plan shall be available for all employees to review. Annual awareness training shall include, at a minimum, a review of the certification language and any changes that may have occurred in the company's COI Plan. In addition, companies are encouraged to routinely disseminate to their employees current COI information.

I. Subcontractor's COI Plans

The COI Plan shall describe the process and mechanism by which the company will monitor its subcontractors to ensure all subcontractors are complying with the COI provisions in their contracts. It is important that subcontractors identify and report COI as well as submit Limitation of Future Contracting (LOFC) requests for approval.

ATTACHMENT 6

PAST PERFORMANCE QUESTIONNAIRE

PAST PERFORMANCE QUESTIONNAIRE

REGIONAL OVERSIGHT CONTRACT (ROC)

(Information Provided by Offeror in Proposal)

Name of Contractor: _____

Contract Number: _____

Contract Title: _____

Total Contract Value: \$ _____

Period of Performance: (from) _____ (to) _____

RATING : 0 = The factor is not addressed or is totally deficient and without merit.

1 = Because of the deficiencies, weaknesses and/or information gaps, serious concerns exist on the part of evaluators about offeror's ability to perform required work.

2 = Information related to the factors is incomplete, unclear, or indicates an inadequate approach to the factor. There is a question as to whether the offeror would be able to perform satisfactorily.

3 = The response to the factor is adequate; offeror could perform to meet Government's minimum requirements.

4 = The response to the factor is good; offeror demonstrated ability to perform acceptably with the possibility of more than adequate performance.

5 = The response to the factor is superior in most features.

Performance Elements:

1. Quality of Product or Service:

! Compliance with Contract
Requirements

0 1 2 3 4 5

! Technical Performance

0 1 2 3 4 5

Comments: _____

2. Contract Task Performance:

! Met Milestones

0 1 2 3 4 5

! Responsive to Technical Direction

0 1 2 3 4 5

Comments: _____

3. Cost Control:

! Within Budget

0 1 2 3 4 5

! Current, Accurate & Complete Billings

0 1 2 3 4 5

! Negotiated Costs vs. Actuals

0 1 2 3 4 5

Comments: _____

4. Management/Business Relations:

! Effective Contract Administration

0 1 2 3 4 5

! Effective Management

0 1 2 3 4 5

! Effective small/small disadvantaged
business subcontracting (if applicable.)

0 1 2 3 4 5

! Ease of Communication with Client

0 1 2 3 4 5

Comments: _____

5. Customer/Client Satisfaction:

! Satisfaction of End Users with the Contractor's Service

Comments: _____

Evaluation Provided by:

Name of Source

Date

Title

Agency/Firm

Questionnaire Reviewed by:

Contract Specialist

ATTACHMENT 7

ROC CLIENT LETTER

Client Authorization Letter

[Addressee]

Dear "Client":

We are currently responding to the Environmental Protection Agency RFP No. _____ for the procurement of _____. The EPA is placing increased emphasis in their acquisitions on past performance as a source selection evaluation factor. EPA requires offerors to inform references identified in proposals that EPA may contact them about past performance information.

If you are contacted by EPA for information on work we have performed under contract for your company/agency/state or local government, you are hereby authorized to respond to EPA inquiries.

Your cooperation is appreciated. Please direct any questions to _____.
(offeror's point-of-contact)

Sincerely,

ROC INSTRUCTIONS FOR ANNUAL ALLOCATION IF NON-SITE SPECIFIC COSTS

INSTRUCTIONS FOR
PERFORMING
THE ANNUAL ALLOCATION
OF NON-SITE-SPECIFIC COSTS
CONTRACT _____

Program and Cost Accounting Branch
Financial Management Division
Office of the Comptroller

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SECTION I

INTRODUCTION

OVERVIEW

CERCLA, as amended by SARA, authorizes EPA to recover all response costs associated with cleaning up hazardous waste sites. A large portion of EPA's response costs consists of payments to response action contractors. In order for these costs to be adequately supported in cost recovery litigation against the potentially responsible party, a defensible, logical and supportable accounting methodology must be in place that can assign costs to specific sites.

The site-specific portion of the contract costs are accounted for by EPA on a site-specific basis. However, contractors' non-site-specific costs are accounted for in a general account and must be allocated to the sites in order to be recovered. This guidance provides a logical and equitable methodology for the distribution of these non-site-specific costs to specific sites. This effort is called Annual Allocation. Completion of Annual Allocation reports by the response action contractors will result in the inclusion of all appropriate costs in the cost recovery effort.

This document has been prepared by the Program and Cost Accounting Branch (PCAB) of the Financial Management Division. It provides instructions to contractors on how to perform the annual allocation. EPA recognizes that each contract may feature unique situations which may not necessarily be addressed in these instructions. In such cases, the contractor should contact PCAB (Tina Van Pelt, 202-564-4984) for guidance.

DEFINITIONS OF TERMS

Capital Equipment - equipment with a unit cost of \$5,000.00 or more and with a useful life greater than 1 year.

Direct Site Costs - costs which are attributable to a specific site.

End of Contract costs - costs incurred to shut down a contract - usually occur at the end of the contract. End of contract costs may include such items as equipment removal costs and maintenance.

Program management - contract specific costs and fees incurred for the management of the specific EPA contract as a whole.

Non-site activities - costs incurred for activities not charged to specific sites. Examples include training of state personnel, calibrating EPA-owned equipment, and participating in general meetings and/or conferences. Non-site activities are broken down into two broad categories: program-wide and site-support. (See definitions below.)

Pre-SSID costs - costs incurred in connection with particular locations at which a Site/Spill Identifier (SSID) has not been assigned. Also known as Sites without SSIDs or 'ZZ' costs.

Program-wide non-site activities - costs incurred for activities which support the overall Superfund program. The costs are global in nature and purpose and are **not** eligible for distribution to sites. Examples of program-wide activities include training given by the contractor for EPA employees, training to first responders, training of state personnel, and attendance at conferences held to discuss general Superfund issues.

Site-support non-site activities - costs incurred for those activities other than program management and fees which relate to, support, and/or benefit the sites worked on by the contractor in the aggregate, but which cannot be accounted for readily on a site-specific basis. Examples include training for contractor employees working on sites, equipment maintenance, calibrating EPA-owned equipment, tracking and inventory, and a conference or meeting held to discuss issues related to sites the contractor worked on.

SSID - Site/Spill Site Identifier - specific two character alpha-numeric designation for each site within a region. The SSID number is the last two digits in the EPA accounting system's 10 digit account number used to track all costs incurred on the site.

Start-up Costs - cost of efforts and activities incurred early in the contract term whose benefits extend for the entire contract period. Examples may include recruitment and relocation of staff, preparation of the contract work plan, establishment of a quality assurance program and certain equipment purchases.

"00" costs - synonymous with "non-site-specific" costs. These are costs which are attributable to more

than one site or the program . Examples include program management and fees, equipment, start-up costs, end-of-contract costs and all non-site activities. The "00" represents the last two digits in the EPA 10 digit account number.

GENERAL REQUIREMENTS

The Annual Allocation process results in the contractor allocating all program management costs; fixed, base and award fees; and some non-site activity costs to sites and activities the contractor worked on during the fiscal year. The contractor submits an allocation report, along with supporting attachments, to the Program and Cost Accounting Branch (PCAB) of the Financial Management Division (FMD). The amount included in the annual allocation report is the sum of the invoices paid for work performed during the Federal fiscal year, i.e., October 1 - September 30.

The Contractor shall provide EPA within 120 days after the end of the fiscal year the total amount of all invoices paid for the annual allocation period, separating Superfund and non-Superfund costs which will be reconciled by EPA and a letter confirming the total amount paid will be sent to the contractor. The contractor should provide two copies of the draft report within 60 days after the letter confirming the invoice amounts are provided to the contractor. The contractor may elect to combine all costs for FY 1986-FY 1991 on one allocation report. Otherwise, each fiscal year's costs should be allocated separately.

When the contract performance period ends at other than the end of the FY, the contractor shall provide the invoice listing 120 days after submission of the last invoice following contract expiration.

Draft and Final Reports

The contractor should first submit the draft reports to PCAB. PCAB has created a lotus spreadsheet for use by the contractor for the preparation of this report. PCAB will review the drafts, notify the contractor in writing of any necessary corrections and request submission of a final report. Two copies of the final report are due to PCAB 30 days after receipt of written notice from EPA. The contractor shall provide, as part of the final report, a signed statement certifying that the final report data accurately reflects the costs distributed to each site and is supported by the contractor's accounting records. Additionally, the contractor shall submit a Summary of Allocation report on a 5 ¼ inch or a 3 ½ inch DOS computer disk in a Lotus 1-2-3 or ASCII format.

The annual allocation report submission includes the following:

Required Reports:

- Listing of all invoices paid during the Federal fiscal year (with invoice numbers and amounts) broken out between Superfund and non-Superfund appropriations

- Summary of Allocation
- Master Allocation Schedule (Attachment A)
- Statement of Allocation Methodology
- Certification of Contractor's report - (final report only)

Required, if applicable:

- Schedule of Start-up Costs (Attachment B)
- Schedule of Capital Equipment Depreciation (Attachment C)
- Schedule of Non-Site Activities (Attachment D)

Allocation Methodology

Annual Allocation is a multi-step process that distributes the costs of program management, regional management, base and award fees and other non-site specific expenses to sites and program-wide activities on a pro-rata basis. The distribution of costs is based upon benefits received or support provided by the activities.

The preferred allocation method is the distribution of non-site costs based on a percentage of total costs. However, the contractor may request an alternative method, subject to approval by the Financial Management Division.

In preparing each year's annual allocation report, the contractor should determine whether any amounts invoices and paid by EPA during the year relate to prior fiscal years, e.g., indirect cost adjustments. If the amount of such payments are material, the contractor should prepare a separate allocation schedule for those amounts.

SECTION II

**ANNUAL ALLOCATION OF
NON-SITE COSTS**

ANNUAL ALLOCATION PROCESS

This section describes EPA's preferred annual allocation method. The examples included are designed to incorporate most situations. Certain contracts may not have all types of costs, or activities listed. If so, enter "N/A" on the schedule and proceed to the next step.

The allocation package submitted by the contractor should provide the information shown on the Summary of Allocation Schedule along with the information in Attachments A, B, C, and D. Attachment A is the master schedule and summarizes information from the other attachments. In a sense, Attachment A is similar to Internal Revenue Service Form 1040, and the other attachments equate to Schedules A, B, etc.

The information provided on the Summary of Allocation should be triple spaced to allow for the addition of account codes by EPA. Sufficient supporting documentation enabling EPA to verify the accuracy of the allocation must be submitted as required by the contract clause. Attachments A, B, C, and D of the instruction package provide examples of adequate supporting documentation.

The instructions provided below follow a format which flows from Attachment A to each of the supporting attachments B, C, and D.

Step 1 - Reconciliation of Amount Paid

The first step in the annual allocation process is the determination of the amount paid for work performed during the government fiscal year. The contractor will provide the amounts paid for work performed during the fiscal year to EPA who will reconcile it to our system and send a letter confirming the total amount paid. The amount paid represents Superfund monies only. Non-Superfund monies are not considered in this allocation unless they are greater than 5% of the total amount paid. The contractor should provide paid amounts from their records separating Superfund from non-Superfund. For this step, assume the contractor provides a paid amount of \$270,000. An example of the reconciliation is shown below:

Contractor provided invoice listing:

<u>Inv.#</u>	<u>Pd. of Performance</u>	<u>Total Paid Amount</u>	<u>Non- Superfund Paid Amount</u>	<u>Superfund Paid Amount</u>	<u>Date Paid</u>
1	10/1/88-10/30/88	\$5,000 \$0	\$5,000		12/15/89
2	11/1/88-11/31/88	11,000 1,000	10,000		1/15/89
3	12/1/88-12/31/88	18,000 0	18,000		2/15/89
4	1/1/89-1/31/89	21,000 1,000	20,000		3/15/89
5	2/1/89-2/28/89	26,000 2,000	24,000		4/15/89
6	3/1/89-3/31/89	22,000 0	22,000		5/15/89
7	4/1/88-4/30/88	15,000 1,000	14,000		6/15/89
8	5/1/88-5/31/88	24,000 3,000	21,000		7/15/89
9	6/1/89-6/30/89	22,000 2,000	20,000		8/15/89
10	7/1/89-7/31/89	22,000 0	22,000		9/15/89
11	8/1/89-8/31/89	35,000 1,000	34,000		10/15/89
12	9/1/89-9/30/89	31,000 1,000	30,000		10/15/89
15	10/1/88-9/30/89	<u>31,000 1,000</u>	<u>30,000</u>		11/15/89
		\$283,000	\$13,000	\$270,000	

There are three important pieces of information in the above example. The first important piece of information is the period of performance and date paid. It is the government fiscal year - October 1 through September 30. Note that the invoices provided represent work performed during the government fiscal year. When the phrase "*amount paid for work performed*" is used, the government fiscal year is the period of work performed. Invoices paid after the end of the fiscal year that pertain to the fiscal year such as indirect cost rate adjustments and previously suspended costs should be included in the listing for that year as shown by invoice #15.

The second important piece of information is the paid amount. The contractor amounts show \$283,000 paid by EPA. The contractor may have billed more but EPA only needs to know the amounts actually paid because the annual allocation process uses the Superfund amount **paid** for work performed, not the amount **billed**. Third, note the breakout of Superfund from non-Superfund dollars since PCAB is recovering only Superfund monies through the Annual Allocation process of \$270,000 which is what is shown on the Attachment A as the total Superfund amount paid. The \$283,000 represents superfund and other appropriations that may receive a portion of the program management. Unless the non-Superfund portion exceeds 5% of the total annual expenditures, the contractor may exclude the non-Superfund portion from the annual allocation report. In our example, \$13,000 of non-superfund charges is less than 5% of the \$283,000 total amount paid so is therefore excluded from the Attachment A.

Once the contractor submits this invoice listing, EPA will reconcile it against our accounting system and will contact the contractor if there are any discrepancies, otherwise we will provide a letter stating the agreed upon Superfund amount paid. The contractor then has 60 days to complete the annual allocation report.

Step 2 - Identification of Site-Specific Costs

The next step in the annual allocation process is the identification of the site-specific costs paid for work performed during the fiscal year. The site-specific costs include those sites with EPA SSIDs and those without EPA SSIDs. This information will be entered on *Attachment A, Master Allocation Schedule*.

Sites with EPA SSIDs

For sites assigned an EPA SSID, enter the following information by region and by site number on Attachment A, Line 1, Description:

- 3** EPA SSID - the unique site/spill identifier number consisting of a two-digit region code (representing EPA regions 01 - 10), and a two-digit site/spill number assigned by EPA.
- 3** Site Name - the first twelve letters of the site name as it appears on EPA's SSID list.
- 3** State - the two-letter State abbreviation.
- 3** Amount Paid - under Column A, the sum of the amounts directly reported for each site on each invoice or site-specific attachment submitted and paid for the annual allocation period. This includes any pre-SSID costs redistributed to the site during the year.

Sites without EPA SSIDs

For sites not assigned an EPA SSID, enter the following information by region and by Site on Attachment A, Line 2, Description:

- 3** Sites without SSIDs - the pre site/spill identifier number consisting of a two-digit region code (representing EPA regions 01 - 10), and a two-digit pre-SSID number (ZZ) assigned by EPA.
- 3** Amount Paid - under Column A, the sum of the amounts reported for each pre-SSID site on each invoice or site-specific attachment submitted and paid for the annual allocation period. Pre-SSID costs are summarized by region.

The Attachment A example illustrates the procedures for entry of cost information for Sites with EPA SSIDs and Sites without EPA SSIDs. For example, Region 1 Sites with EPA SSIDs, show \$15,000 identified as costs for the Picillo site (0101) and \$25,000 for the Fletchers Paint Mill site (01A2). For Region 1 Sites without EPA SSIDs, there is an \$8,000 amount reported under the SSID "0IZZ." The costs for sites reported under the "ZZ" identifier shall not include any pre-SSID costs which were previously redistributed to the sites during the year.

Subtotal Superfund Site Costs

In Column A, subtotal the amounts from Column A, Line 1 for Sites with EPA SSIDs and subtotal the amounts from Column A, Line 2 for Sites without EPA SSIDs.

Step 3 - Reassignment of Pre-SSID Costs

Note: if the contractor does not have this category of costs, note this on Attachment A and proceed to the next step.

The purpose of this step is to reassign any pre-SSID costs paid for work performed during the fiscal year that are not reflected in the Sites with EPA SSIDs costs identified in the previous step. For these costs, the redistribution will be identified on Attachment A, Column B.

During the year, the contractor may have performed effort at sites which had not been assigned an EPA SSID. The costs for this effort were charged to the pre-SSID account during the year. In many instances, a unique SSID is subsequently assigned to these sites, and the cost of work initially performed and billed is properly reassignable to a specific site.

In the Attachment A example, \$2,000 is being reassigned from the Region 1 pre-SSID amounts to two Region 1 sites. Based upon contractor records, \$1,000 was incurred and paid at each of these two sites before an EPA SSID was established. These amounts are not reflected in the Sites with EPA SSIDs totals from the previous step. In order to reflect the total site specific amount for these two sites, the \$1,000 per site needs to be reassigned from the pre-SSID amounts to the site amounts.

On Attachment A, Line 2, Column B, a credit of \$2,000 is entered for that line item. The reassigned amounts of \$1,000 for each site are then entered on the appropriate lines in Line 1, Column B. After all reassignments are made, sum the totals of Column A and Column B for each site and pre-SSID item and enter the sum on Attachment A, Column C for the respective site and pre-SSID amount.

Step 4 - Identification of Non-Site Costs

The purpose of this step is to identify the non-site costs and the types of activities they represent. The non-site costs can be classified into one of five major categories:

- 1) Program Management - contract activities associated with the management and administration of the contract as a whole. For region specific contracts, there will be one category of Program Management. For Zone or National contracts, Program Management may be broken down into two subcategories - Regional Program Management and National Program Management. Program Management costs will be entered onto Attachment A in Step 5.
- 2) Start-up Costs - activities incurred generally in the first year and associated with efforts benefiting the entire contract term, e.g., quality assurance plans. Start-up costs will be entered onto Attachment A in Step 6.
- 3) Capital Equipment - equipment with a unit cost of \$5,000.00 and greater and a useful life of greater than one year. Capital equipment costs will be entered onto Attachment A in Step 7.
- 4) Non-Site Activities - activities under the contract, other than program management, start-up, or end-of contract, which are not site-specific. These activities can be broken down into two sub categories:
 - ! Site-Support Non-Site Activities - payments for activities which relate to, support, and/or benefit the sites worked on by the contractor; or
 - ! Program-Wide Non-Site Activities - payments for activities which support the overall Superfund program beyond the sites worked on under this contract; they are global in nature and purpose. These costs will **not** be allocated to sites in the annual allocation process.

For further information on non-site activities, refer to the next page. Non-site activities will be entered on Attachment A in Step 8.

- 5) Non-Superfund Costs - costs for contract tasks funded from EPA appropriations other than Superfund; e.g., Abatement, Control, and Compliance, Research and Development, or Lust monies. Non-Superfund costs are not included in this allocation.

The contractor should evaluate the types of non-site costs that were billed and paid for work performed during the fiscal year and place them in one of the five categories identified above. In the next five steps, these amounts will be identified on supporting schedules and entered on Attachment A

as applicable. Once the costs have been entered onto Attachment A, the appropriate non-site costs will be allocated to sites and activities.

Description of Non-Site Activities

There is no comprehensive list of site-support non-site activities and program-wide non-site activities. The determination of a site-support activity or a program-wide activity is based upon the purpose of the activity itself. A general definition with some examples will provide sufficient guidance for the contractor to identify which of the non-site activities represent site-support activities and program-wide activities.

Site-Support Activities - Activities undertaken for the purpose of specifically assisting in, or supporting the contractor's site response actions, are considered site-support activities. Listed below are some activities which are generally considered to be site-support activities:

- Project planning costs for a multi-site work assignment
- OSHA safety training for site employees
- Site equipment training
- Development of CERCLA site standard operating procedures (SOPs)
- Development of CERCLA site quality assurance plans
- Review CERCLA site sampling procedures

Program-Wide Activities - Activities which are general in nature and are performed for reasons other than supporting site response actions are considered program-wide activities. If the activity benefits the Superfund, or EPA as a whole, it should be considered a program-wide activity. A few examples of program-wide activities are provided below:

- Review of EPA sampling procedures
- Preparation of SOPs for CERCLA and Clean Water sites
- Preparation of the Annual Allocation Report
- Attendance at a General Superfund Environmental Conference
- CERCLA Title III evaluations
- End of contract activities

The examples given above are certainly not an exhaustive list. However, to summarize the general guidelines and concepts of the examples listed above: if the activity supports or benefits the site response actions worked on under the contract, the activity should be considered a site-support activity; if the activity benefits the Superfund or EPA as a whole, the activity should be considered a program-wide activity.

Step 5 - Program Management Costs

The purpose of this step is to enter program management costs onto Attachment A, Master Allocation Schedule. In step 4, the amount of program management costs was identified. Depending on the area of coverage of the contract, there may only be one category of program management. For Zone or National contracts, there may be two categories -- regional and national program management. Enter the amount of national program management, or contract program management, identified in Step 4 on Attachment A, Line 3, Columns A and C. If the contractor has regional program management, enter the amount of regional program management, by region, on Attachment A, Line 4, Columns A and C.

In the Attachment A example, \$25,000 has been identified as national program management as indicated in Line 3, Columns A and C. Attachment A also shows regional program management of \$10,000 and \$7,000 for Regions 1 and 2, respectively, in Line 4, Columns A and C.

Step 6 - Start-Up Costs

Note: If there are no start-up costs associated with this contract, note this on Attachment A and proceed to the next step.

Start-up costs consist of the cost of efforts and activities incurred and paid for whose purposes and benefits extend for the entire contract period. Examples may include the recruitment and relocation of staff, preparation of the contract work plan, establishment of a contract quality assurance program, and calibration of equipment. Start-up costs typically will have been charged to the contract as program management.

Any start-up costs incurred during this annual allocation period were identified in Step 4. In Step 6, the total start-up costs applicable to this period will be identified and incorporated into the annual allocation process.

Attachment B, Schedule of Start-Up Costs, is the schedule used to determine start-up costs applicable for this annual allocation period. The information on this schedule will be used for all annual allocation periods. The following information should be entered on the schedule:

- A) Schedule Heading - complete the heading for this schedule by entering the fiscal year of the annual allocation, contractor name, and contract number.**
- B) Fiscal Year Incurred - enter the Federal fiscal year for this annual allocation period.**
- C) Start-Up Costs - enter the amount of start-up costs incurred and paid by each annual allocation period (fiscal year) of the contract. Also enter the amount of start-up costs incurred and paid this annual allocation period on Attachment A, Line 5, Column A.**
- D) Number of Years Allocated - enter the number of years over which the start up costs will be allocated (amortized). Generally, this represents the number of years remaining on the contract. The amortization should be based upon a straight-line or percentage of level-of-effort basis. In this example, a straight-line amortization of five years (the life of the contract) is used for illustrating the amortization. Another Start-up amortization methodology that PCAB recommends is the ratio of current year level of effort expended over total LOE allowed (including option years) on the contract. This method would ensure 100% recovery in case LOE was used faster than expected.**
- E) Amount Amortized Each Year - the amount of start-up costs amortized in this**

annual allocation period, by fiscal year. This fiscal year amount (straight-line method) is determined by dividing the amount identified in the Start-Up Costs column by the amount in the Number of Years Allocated column.

- F) Total Amount to be Allocated This Annual Allocation Report - the total of all costs in the column, Amount Amortized Each Year. Enter this amount on Attachment A, Line 5, Column C.

In the Attachment B example, the contract began in FY 1987. During FY 1987 the contractor incurred and was paid for \$25,000 of start-up costs. These start-up costs will be amortized over the five-year life of the contract on a straight-line basis. To complete this schedule, the FY 1987 start-up costs of \$25,000 are entered on the first line of the schedule in accordance with Steps B-E above. For FY 1988, no start-up costs were incurred or paid. A zero is entered in the start-up costs column. In the current year, FY 1989, there were no start-up costs incurred or paid. A zero is entered in the start-up costs column. For this annual allocation period, \$5,000 of start-up costs is being amortized and included in the annual allocation. The \$5,000 represents the amortized portion of the start-up costs incurred and paid in FY 1987. This amortized portion is entered on Attachment A, Line 5, Column C.

Step 7 - Equipment

Note: If there are no equipment costs, please note this in Attachment A and proceed to the next step.

Cost-reimbursed equipment represents capital equipment with a unit price of \$5,000.00 or greater and a greater than 1 year useful life. The cost of this capital equipment should not be allocated to sites during a one-year period, but rather, depreciated over its useful life. The preferred depreciation basis is an actual usage basis or straight-line method. If the contractor has another accepted accounting method of equipment depreciation, that procedure may be substituted for the straight-line or actual usage basis.

This schedule applies only to non-site-specific capital equipment. Expendable equipment or capital equipment purchased and consumed at a site (and paid as a site-specific cost by EPA to the contractor) should not be included on this schedule.

Any new capital equipment costs incurred during this annual allocation period were identified in Step 4. In this step, the capital equipment costs purchased during this annual allocation period will be entered on Schedule C, Schedule of Capital Equipment Depreciation, and the total capital equipment depreciation applicable to this period will be identified. The total capital equipment depreciation applicable to this period includes the depreciable amount of capital equipment purchased this annual allocation period plus the applicable depreciation of capital equipment purchased in previous annual allocation periods.

Attachment C, Schedule of Capital Equipment Depreciation, is the schedule used to determine capital equipment costs applicable for this period. The information on this schedule will be used for all annual allocation periods. The following information should be entered on the schedule:

- A) Schedule Heading - complete the heading for this schedule by entering the fiscal year of the annual allocation, contractor name, and contract number.**
- B) Date Charged to Contract - enter the month and year the equipment was charged to the contract for all equipment items depreciated this annual allocation period.**
- C) Capital Equipment - enter the name of each capital equipment item.**
- D) Purchase Price - enter the amount charged to the contract for each capital equipment item. For equipment items purchased this annual allocation period, compute and enter the total amount billed and paid and enter that amount on Attachment A, Line 6, Column A.**

- E) **Useful Life** - enter the useful life of the equipment. If the straight-line depreciation method is used, enter the useful life in number of years. If an actual usage basis is used, enter the actual usage unit; i.e., number of hours, number of days, etc. The useful life may extend beyond the term of the contract.
- F) **Beginning Balance** - enter the amount of undepreciated equipment costs. For equipment purchased in previous fiscal years, this amount will be the Ending Balance (See H) in the previous year's annual allocation report. For equipment purchased this fiscal year, the amount will be the purchase price.
- G) **Depreciation Amount** - the depreciation amount to be allocated this annual allocation period. This amount represents the purchase price (D) divided by the useful life (E). For this report, assume no residual or salvage value.
- H) **Ending Balance** - enter the amount of undepreciated equipment cost. This amount represents Beginning Balance (F) less Depreciation Amount (G). This amount is carried over to the next annual allocation report.
- I) **Total Amount to be Allocated in this Annual Allocation Report** - sum the amounts entered into the Depreciation Amount Column (G). Enter that sum on Attachment A, Line 6, Column C.

In the Attachment C example, the straight-line depreciation method was used for all equipment items. In the example, there are three capital equipment items, each purchased in a separate fiscal year and initially reported in a separate annual allocation period.

Entries for Items A - D are self-explanatory. In this example, Step D results in the entry of equipment purchased during this annual allocation period on Attachment A, Line 6, Column A.

The entry for Useful Life (E), may be somewhat difficult to determine. The contractor's own experience should be used in setting the useful life. However, the contractor may rely on manufacturer estimates or specifications. If the manufacturer does not publish useful life figures, or a standard industry useful life has not been established, use the standard IRS depreciation tables for useful life.

The entries for the Beginning Balance (F) represent the remaining balance of depreciation at the beginning of the annual allocation period. The Gas Chromatograph has a purchase price of \$80,000 and a beginning balance of \$48,000. The gas chromatograph was purchased in FY 1987. The current annual allocation period is for FY 1989. There have been two annual allocation reports prior to this year. The difference between the purchase price

and the beginning balance of \$32,000 represents the depreciation included in the two prior years' annual allocation reports. The same holds true for the mobile lab. The mobile lab was purchased in the prior annual allocation period. Therefore, the beginning balance represents the purchase price less one year's depreciation amount. The third item shown, Tractor, was purchased in this annual allocation period. The purchase price and the beginning balance are the same.

The Depreciation Amount (G) represents the Purchase Price (D) divided by the Useful Life (E). In this example, number of years were used. Also in this example, there is no proration of the depreciation amount for purchases made during the fiscal year. As an example, the Tractor was purchased in November 1988. It was used for eleven months of this annual allocation period. The depreciation for this annual allocation period is one-third of the total purchase price, or one of the three years' useful life, not 11/36 of the purchase price. If the contractor chooses to depreciate the equipment based upon the number of months available during the fiscal year, that is an acceptable practice. However, this example uses the full year basis.

The Ending Balance (H) represents the Beginning Balance (F) less Depreciation Amount (G). For the FY 1990 annual allocation report, this amount would be entered into the Beginning Balance column (F) for all equipment items depreciated during the FY 1990 annual allocation period.

Attachment C provides the total amount to be allocated for this annual allocation period in Step I. The amount is the sum of the amounts entered into the Depreciation Amount (G) column. Total the amounts entered in this column and enter the amount on Attachment A, Line 6, Column C.

This example shows the straight-line depreciation method for equipment depreciation. If the contractor has another acceptable accounting procedure for depreciation, that procedure can be used. The resulting schedule may appear in a different format than presented in the example. However, the basic information should still be presented.

Step 8 - Non-Site Activities

Note: If there are no non-site activities, please note this in Attachment A and proceed to the next step.

Non-site activities represent efforts and activities which either support contractor site response actions or support the Superfund program as a whole. The non-site activities can be efforts generated by separate contractual instruments (Work Assignments, Technical Directive Documents, Delivery Orders, etc.) or general components of the general non-site portion of the contract.

Attachment D, Schedule of Non-Site Activities, is the schedule used to identify and list the activities by site-support activities or program-wide activities. In Step 4, these activities were identified. Activities should be grouped and listed by allocability type and area of applicability.

- A) **Schedule Heading** - complete the heading for this schedule by entering the fiscal year of the annual allocation, contractor name, and contract number.
- B) **Determination of Allocability** - enter the allocability determination for each identified activity as either site-support or program-wide.
- C) **Area of Applicability** - enter the sites, or grouping of sites, over which the costs will be allocated; i.e., Region 1 sites, all sites, or not allocable. For region specific contracts, all sites would be entered for site-support costs.
- D) **Description of Activity** - enter the description of the non-site activity. The description should provide for a complete description of the activity.
- E) **Amount of Activity** - enter the amount of the non-site activity.
- F) **Amount to be Allocated This Annual Allocation Report** - Sum the non-site activities by Area of Applicability (C) and by Determination of Allocability (B). For site-support activities, enter the amount on Attachment A, Line 7, Column A and Column C. For program-wide activities, enter the amount on Attachment A, Line 8, Column A and Column C.

In the Attachment D example, there are examples of the two types of non-site activities. First, there is \$55,000 of site-support costs. These site-support costs are further broken down into regional activities, \$25,000 of Region 1 site-support activity and \$30,000 of Region 2 site-support activity. These amounts are entered onto Attachment A, Line 7, Columns A and C, for each respective region. Second, there is a total of \$22,000 of program-

wide activities and these costs are identified as not allocable. This amount is entered onto Attachment A, Line 8, Columns A and C.

Step 9 - Non-Superfund Costs

Certain Superfund response action contractors may perform efforts other than Superfund activities. These efforts are paid from other than the Superfund appropriation. The annual allocation process deals with Superfund monies only as shown in the invoice listing. Unless the non-Superfund monies are greater than 5% of the total contract, do not include non-Superfund monies in this annual allocation report.

Step 10 - Summary of Amounts

Sum all of Attachment A, Column A and enter that total on Attachment A, Line 9, Column A. This amount should equal the amount identified in Step 1. If it does not, please re-check your figures. In the Attachment A example, this amount equals \$270,000.

Sum Attachment A, Column C and enter that total on Attachment A, Line 9, Column C. This is the universe of costs used in this annual allocation period, including site specific amounts, Pre-SSID amounts, and amounts eligible for allocation. In the Attachment A example, this amount equals \$268,000

With these final entries, the annual allocation process can begin. The next four steps provide an illustration of the annual allocation process for each of the allocable costs: program management, start-up costs, equipment, and site-support activities.

Step 11 - Allocation of Program Management Costs

Program management costs are allocated to all sites with and without EPA SSIDs, non-site activities, and other non-Superfund efforts. The allocation should be based upon a method which equitably reflects the benefits provided by the program management.

In this example, a modified cost base is used for the allocation of program management costs. Also, two types of Program Management costs are included in this example - National Program Management and Regional Program Management. All contracts may not have both types of program management, but this instruction document is designed for all types of contracts and may have examples or illustrations which do not apply.

Program management is allocated to the sites and activities based upon the percentage of the particular site or activity's costs to the total cost of all sites and activities. Please note that equipment is not included in the allocation base. Generally, equipment does not receive the same level of support that sites and other activities receive. Because the support provided would not reflect the causal/beneficial relationship, equipment is excluded.

An example is provided below on the allocation to an EPA SSID site. The allocation to other sites and activities is performed in the same manner.

Program Management Allocation

Formula:

$$\text{Program Management Amount} \times \frac{\text{Site or Activity Amount}}{\text{Allocation Cost Base}} = \text{Allocable Share}$$

Allocation of Costs:

$$\$25,000 \times \frac{\$16,000}{\$205,000} = \$1,951$$

In the example shown above, the Program Management amount of \$25,000 is identified on Attachment A, Line 3, Column C. This is the amount to be allocated.

The site or activity amount, in this example the SSID amount for the Picillo Site

(0101), equals \$16,000 - the amount shown in Attachment A, Line 1, Column C. This amount includes the \$15,000 of site costs plus the \$1,000 of pre-SSID costs reassigned to the site in Step 3.

The allocation cost base of \$205,000 (the total shown in Column C of \$268,000 less the \$25,000 of Program Management Costs and the \$38,000 of Equipment Costs) represents the sites and activities which receive a portion of allocated program management. The allocable share of \$1,951 is entered on Attachment A, Line 1, Column D for this site. Repeat this calculation for all other sites and activities. The allocable share for each site or activity is entered on Attachment A, Column D on the corresponding line. Enter a credit to the Program Management amount in the amount of \$25,000 on Attachment A, Line 3, Column D.

Allocation of Regional Program Management Costs

The allocation of regional program management costs is similar to the allocation of program management costs shown above, except it is on a regional level. The regional program management costs are allocated to all sites and activities in that region.

Regional Program Management Allocation

Formula:

$$\text{Regional Program Management Amount} \times \frac{\text{Site or Activity Amount}}{\text{Total Regional Cost Base}} = \text{Allocable Share}$$

Allocation of Costs:

$$\$11,220 \times \frac{\$17,951}{\$81,903} = \$2,459$$

In the example shown above, the Region 1 Program Management amount of \$11,220 represents the sum of the Regional Program Management identified on Attachment A, Line 4, Column C of \$10,000 plus the \$1,220 allocable share of Program Management costs identified in Column D.

The site or activity amount, in this case the SSID amount for the Picillo Site (0101), equals \$17,951. The SSID amount includes the \$16,000 shown on Attachment A, Column C plus the allocable share of Program Management costs of \$1,951.

The total regional cost base of \$81,903 represents all sites and activities in Region 1. This amount includes the total amount of site costs both with SSIDs (\$17,951 for Picillo and \$29,171 for Fletchers Paint Mill) and pre-SSIDs (\$6,732) and the Region 1 site-support costs (\$28,049), including any previous allocations of costs (Program Management Costs). If there were regional start-up costs, these amounts would also be included in the total regional cost base. In this example, start-up costs are considered contract-wide costs. Regional program management costs are allocated to region-specific costs only. From the calculation above, the allocable share for Site 0101 is \$2,459 and is entered on Attachment A, Line 1, Column E for this site. Repeat this calculation for all other sites and activities. The allocable share for each site or activity is entered on Attachment A, Column E on the corresponding line.

Step 12 - Allocation of Start-up Costs

The allocation of start-up costs proceeds in the same manner as program management costs. The start-up costs are allocated to all sites and activities which receive a benefit from the start-up costs.

In this example, start-up costs are allocated to all sites and activities, excluding equipment. The contractor may be able to identify start-up costs to specific sites, regions, equipment, or activities. If the contractor has kept records in such a manner, the start-up costs should be allocated in accordance with the benefits provided by the start-up costs. The example below provides the basis for allocating the start-up costs to all sites and activities, excluding equipment:

Start-up Cost Allocation

Formula:

$$\frac{\text{Start-up Cost Amount}}{\text{Amount}} \times \frac{\text{Site or Activity Amount}}{\text{Allocation Cost Base}} = \text{Allocable Share}$$

Allocation of Costs:

$$\$5,610 \times \frac{\$20,410}{\$224,390} = \$ 510$$

In the example shown above, the start-up cost amount of \$5,610 represents the sum of Columns C, D, and E, of Line 5 (\$5,000, \$610, and 0, respectively). The site or activity amount, in this example the SSID amount for the Picillo Site (0101), equals \$20,410 - the sum of the amounts shown in Columns C, D, and E, of Line 1 (\$16,000, \$1,951, and \$2,459, respectively). The Total Cost Base is \$224,390 which represents all costs from Column C of \$268,000 (because start-up costs are allocated to all sites and activities, excluding equipment) less the start-up cost amount of \$5,610 and equipment of \$38,000. The allocable share of \$510 for site 0101 is entered on Attachment A, Line 1, Column F for this site. Repeat this calculation for all other sites and activities. The allocable share for all sites and activities is entered on Attachment A, Column F on the corresponding line.

Step 13 - Allocation of Capital Equipment Costs

Capital equipment costs are allocated to those sites and activities which receive a benefit from the equipment. The preferred method of allocating capital equipment costs to sites and activities is on a direct usage basis; i.e., as capital equipment is used on each site or activity, those costs are captured and identified with that specific site or activity. This method would result in the most equitable cost accounting treatment of capital equipment costs. However, other allocation procedures may be used if they provide a sound cost accounting treatment of capital equipment costs. The allocation of capital equipment costs should be based upon a procedure which results in the equitable allocation of costs and is based upon information from the contractor's accounting system. For this example, the straight-line depreciation method is used.

Capital Equipment Cost Allocation

Formula:

$$\frac{\text{Capital Equipment Cost Amount}}{\text{Cost Amount}} \times \frac{\text{Site or Activity Amount}}{\text{Total Cost Base}} = \text{Allocable Share}$$

Allocation of Costs:

$$\$38,000 \times \frac{\$20,920}{\$230,000} = \$ 3,456$$

In the example shown above, the capital equipment cost amount of \$38,000 represents the sum of the Capital Equipment line item, Columns C, D, E, and F (\$38,000, \$0, \$0, and \$0, respectively, because capital equipment does not receive any allocations). The site or activity amount, in this example the SSID amount for the Picillo Site (0101), equals \$20,920 - the sum of the amounts shown in Columns C, D, E, and F (\$16,000, \$1,951, \$2,459, and \$510, respectively). The Total Cost Base amount equals \$230,000 and represents all costs of \$268,000 (because in this example capital equipment costs are allocated to all sites and activities) less the capital equipment cost amount of \$38,000. The allocable share of \$3,456 for site 0101 is entered on Attachment A, Line 1, Column G for this site. Repeat this calculation for all other sites and activities. The allocable share for all sites and activities is entered on Attachment A, Column G on the corresponding line.

Step 14 - Allocation of Site-Support Costs

Site-support costs represent those activities which support site response actions in the aggregate, but by their nature cannot be accounted for on a site-specific basis. In this example, all site-support costs are region specific costs. Site-support costs may also be contract-wide costs, i.e., allocated to all sites on the contract. The allocation of site-support costs is shown below:

Site-Support Cost Allocation

Formula:

$$\text{Site Support Cost Amount} \times \frac{\text{Regional Site Amount}}{\text{Total Regional Cost Base}} = \text{Allocable Share}$$

Allocation of Costs:

$$\$38,089 \times \frac{\$24,376}{\$73,130} = \$ 12,696$$

In the example shown above, the Region 1 site-support cost amount of \$38,089 represents the sum of the Site-Support line item, Columns C, D, E, F, and G (\$25,000, \$3,049, \$3,842, \$797, and \$5,401 respectively).

The Regional Site Amount, in this example the SSID amount for the Picillo Site, 0101, equals \$24,376 - the sum of the amounts shown in Columns C, D, E, F, and G (\$16,000, \$1,951, \$2,459, \$510, and \$3,456, respectively).

The Total Regional Cost Amount is \$73,130 and represents all Region 1 site costs - sites with EPA SSIDs (\$24,376 for Picillo and \$39,613 for Fletchers Paint Mill) and Pre-SSID costs (\$9,141), including any allocations incorporated in Columns D, E, F, and G. The allocable share of \$12,696 for site 0101 is entered on Attachment A, Line 1, Column H for this site. Repeat this calculation for all Region 1 sites and activities. The allocable share for other sites is entered on Attachment A, Column H on the corresponding line. Repeat these same calculations for Region 2 until all site-support costs are allocated to sites.

Step 15 - Completion of Master Allocation Schedule

The purpose of this step is to complete Attachment A, Master Allocation Schedule by summarizing the allocation. Attachment A is completed by adding the amounts entered in Columns D, E, F, G, and H for each site and activity and entering the sum in Column I. These amounts represent each site's and activity's total share of allocated costs. The Column I site totals are then forwarded to the Summary Allocation Schedule.

All amounts shown on Attachment A, Master Allocation Schedule, are whole dollars. EPA prefers the amounts shown in this format. Because the amounts are shown in whole dollars and there are numerous calculations, some rounding differences will occur. The rounding difference can be shown as a separate line item, or, as in this example, is simply incorporated into the schedule.

Step 16 - Summary of Allocated Amounts

The purpose of this step is to summarize the amounts allocated to site response effort (Sites with EPA SSIDs and Pre-SSID Costs) on the Summary of Allocation. The allocated amounts represent the entries in Columns D through H on the Master Allocation Schedule.

The Summary of Allocation should be completed as follows:

- 1) Identify sites by region
 - ! SSID - the unique site/spill identifier number consisting of a two-digit region code (representing EPA regions 01 - 10), and a two-digit site/spill number which is assigned by EPA.
 - ! Site Name - the first twelve letters of the site name as it appears on EPA's SSID list.
 - ! State - the two-letter State abbreviation.
- 2) Within the region, list the Sites with EPA SSIDs - numbers first, then letters
- 3) After the identification of the Sites with EPA SSIDs, enter the Pre-SSID 'ZZ' line item
- 4) Enter the summary amount of allocated dollars by site from Column I on the Master Allocation Schedule onto the Summary of Allocation

The contractor shall submit the Summary of Allocation report on a 5 ¼ inch or a 3 ½ inch DOS computer disk in a Lotus 1-2-3 or ASCII format. The Allocation Schedule should be triple spaced. Two hard copies of the report should accompany the diskette submission.

SECTION III

**EXAMPLES OF
ANNUAL ALLOCATION SCHEDULES**

SUMMARY OF ALLOCATION

ATTACHMENT A

ANNUAL SUMMARY OF SUPERFUND AND NON SUPERFUND DIRECT AND ALLOCATED COSTS

CONTRACT
NUMBER: _____

Fiscal Year 1989

NAME OF
CONTRACTOR: _____

ROW #

1

CATEGORY OF COSTS PAID			A	B	C	D	E	F	G	H	I
SITE SPECIFIC SUPERFUND COSTS			Paid Amount STEPS 2-10	Pre-SSID Adjustments STEPS 2&3	Allocation Amounts STEP 4	Proprogram Managemet	Regional Program Management	Allocation of Start-Up Costs	Equipment Costs	Site-Support Costs	Total Allocated Amounts
S/S ID SITE NAME STATE											
SITE SUPERFUND COSTS											
Sites with EPA S/S Ids											
01A 1	Picillo	RI	15,000	1,000	16,000	1,951	2,459	510	3,456	12,696	21,072
01A 2	Fletchers PA1	IA	25,000	1,000	26,000	3,171	3,996	829	5,617	20,632	34,245
REGION I SUBTOTAL			40,000	2,000	42,000	5,122	6,455	1,339	9,073	33,328	55,317
02B 3	Caldwell Truc	NJ	33,000		33,000	4,024	2,945	999	6,769	24,692	39,429
02C 4	Sayreville LD	NJ	22,000		22,000	2,683	1,963	666	4,513	16,461	26,286
REGION II SUBTOTAL			55,000	0	55,000	6,707	4,908	1,665	11,282	41,153	65,715
SITES WITH SSID SUBTOTAL			95,000	2,000	97,000	11,829	11,363	3,004	20,355	74,481	121,032

2	Sites without EPA S/S IDs (by Region)									
	01Z Z	8,000	(2,000)	6,000	732	922	191	1,296	4,761	7,902
	02Z Z	3,000		3,000	366	268	91	615	2,245	3,585
	SITES WITHOUT SSID SUBTOTAL	11,000	(2,000)	9,000	1,098	1,190	282	1,911	7,006	11,487
	SITE TOTAL	106,000	0	106,000	12,927	12,553	3,286	22,266	81,487	132,519
3	Program Management	25,000		25,000	(25,000)					
4	Regional Program Management									
	Region 1	10,000		10,000	1,220	(11,220)				
	Region 2	7,000		7,000	854	(7,854)				
5	Start-up Costs	0		5,000	610		(5,610)			
6	Equipment	45,000		38,000				(38,000)		
7	Site-Support Costs									
	Region 1	25,000		25,000	3,049	3,842	797	5,401	(38,089)	
	Region 2	30,000		30,000	3,659	2,677	908	6,153	(43,398)	
8	Program-Wide Activities	22,000		22,000	2,683		617	4,180		7,480
9	TOTAL Superfund costs	270,000	0	268,000	2	(2)	(2)	0	0	139,999

SUMMARY OF ALLOCATION

FISCAL YEAR 1989

CLEAN UP INC.

CONTRACT NUMBER 68-01-XXXXX

DESCRIPTION

Allocation to Sites with EPA SSIDs

SSID	SITE NAME	STATE	AMOUNT ALLOCATED	DCN	ACCOUNT NUMBER TO	ACCOUNT NUMBER FROM
0101	PICOLLO FARM	RI	21,073	(TO BE COMPLETED BY EPA)		
01A2	FLETCHERS PAI	NH	32,245			
02B3	CALDWELL TRUC	NJ	39,430			
02C4	SAYERVILLE LD	NJ	28,286			
SITES WITH SSID SUBTOTAL			121,034			

Allocation to Pre-SSID Sites

01ZZ	7,092
02ZZ	3,584
SITES WITH SSID SUBTOTAL	11,486

TOTAL ALLOCATED TO SITES

ATTACHMENT B

STEP 6

**START-UP COSTS TO BE
ALLOCATED**

Fiscal Year 1989

**CONTRACT
NO.** _____

NAME OF CONTRACTOR: _____

Start-Up Costs	FY Incurred	Number of Years Over Which to be Allocated	Amounts to be Allocated	Year of Allocation	Amount Remaining
25000	1987	5	5,000	2nd	15,000
0	1988			N/A	0
0	1989			N/A	0
TOTAL AMOUNT TO BE ALLOCATED THIS ANNUAL REPORT:			5,000		
TOTAL AMOUNT TO BE ALLOCATED IN SUBSEQUENT ANNUAL REPORTS:					15,000

STEP 7**ATTACHMENT C****COST REIMBURSED EQUIPMENT COSTS TO
BE ALLOCATED****CONTRACT NO. _____****NAME OF CONTRACTOR:**

Date Charged to Contract (month/year)	Capital Equipment	Purchase Price	Useful Life in Years	Beginning Balance	Depreciation Amount	Ending Balance
Jan. '87	Gas Chromatograph	\$80,000	5	\$48,000	\$16,000	\$32,000
Oct. '87	Mobile Laboratory	\$49,000	7	\$42,000	\$7,000	\$35,000
Nov. '88	Tractor	\$45,000	3	\$45,000	\$15,000	\$30,000

**TOTAL AMOUNT TO BE ALLOCATED THIS ANNUAL
REPORT:**

\$38,000**TOTAL AMOUNT TO BE ALLOCATED IN SUBSEQUENT ANNUAL
REPORTS:**

\$97,000

STEP 8

Attachment D
Schedule of Non-Site Activities - FY 1989

CONTRACT NUMBER _____
NAME OF CONTRACTOR _____

=====			
Determination of Allocability	Area of Allocability Dollar Amt.	Activity Description	
site-support	Region 1 Sites	Worker safety training for regional personnel	25,000

		SUBTOTAL REGION 1 SITES	25,000
site-support	Region 2 Sites	Worker safety training for regional personnel	28,000
site-support	Region 2 Sites	NPL training	2,000

		SUBTOTAL REGION 2 SITES	30,000
			=====
		TOTAL ALLOCABLE ACTIVITIES	55,000
program-wide	Not allocable	Training of first responders	10,000
program-wide	Not allocable	Review State agency safety requirements	12,000
			=====
		TOTAL NON-ALLOCABLE ACTIVITIES	22,000